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Title: **The County of Erie and New York State Nurses Association (NYSNA), (2002) (MOA)**

K#: **800000**

Employer Name: **The County of Erie**

Location: **NY Buffalo**

Union: **New York State Nurses Association (NYSNA)**

Local:

SIC: **8052**

NAICS: **623110**

Sector: **P**

Number of Workers: **1000**

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#800000

1,000 members

AGREEMENT

between

NEW YORK STATE NURSES ASSOCIATION

and

THE COUNTY OF ERIE

July 1, 2002 – December 31, 2003

86 pages

5/30/03

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LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

STATEMENT OF PURPOSE

It shall be the policy of the County of Erie and the purpose of this Agreement to promote harmonious and cooperative relationships between the County of Erie and its employees, and to protect the public by issuing, at all times, the orderly and uninterrupted operations and functions of government.

This Agreement made between the County of Erie, hereinafter referred to as the "Employer" or "County" and the New York State Nurses Association, hereinafter referred to as "Association."

The Employer and the Association recognize their common interests beyond their collective bargaining relationship, thus they pledge to strive together to insure the highest quality of service by the Employer and the highest standards of professional nursing care and practice by the Association.

1. RECOGNITION

- A. The Employer recognizes the Association as the exclusive collective bargaining representative of the employees covered by the Agreement and covers each full-time, each regular part-time (regularly scheduled for forty (40) hours or more per pay period) and each part-time (regularly scheduled for less than forty (40) hours per pay period) and per diem employee licensed or otherwise lawfully authorized to practice as a registered professional nurse (hereafter called "employee") employed by the Employer to perform registered professional nursing in a position specified in Appendix A as defined by the Public Employment Relations Board in its decision of September 26, 1986, as contained in the decision affecting certification of representative status in Case C-2830. This exclusive recognition will extend to the maximum permitted by law.
- B. The Association agrees that it will not interfere with, coerce or intimidate any employee into joining the Association. The Association recognizes that no employee is required to join, but that every employee has a right to choose of his/her own free will as to whether or not he/she will or will not join the Association. The Association further agrees that there will be no interference with the free right of any employee of the County to enter and leave its facilities and properties unmolested.
- C. The County agrees that there shall be no discrimination, interference, restraint or coercion by the County on behalf of or against any of its employees because of membership in the Association or for engaging in legal Association activity.

2. DEFINITIONS

The following terms as used in this Agreement shall have the following meanings only:

- 2.1 County" or "Employer" means County of Erie.

- 2.2 "Association" or "NYSNA" means New York State Nurses Association.
- 2.3 "employee(s)" means those individuals who are covered within the bargaining unit as defined in section 2.04 of this collective bargaining agreement.
- 2.4 "Bargaining Unit" means the certified collective bargaining unit commonly known as the "Nurse Unit" which is composed of only those employees as defined above (see recognition clause).
- 2.5 "Position" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.
- 2.6 "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
- 2.7 "Salary Range" means the range of compensation, from base to Step 10, as appearing in the Plan of Class Titles and Salary Ranges.
- 2.8 "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.
- 2.9 "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
- 2.10 "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in the Plan of Class Titles and Salary Ranges.
- 2.11 "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
- 2.12 "Promotional List" means an eligible list resulting from a promotional civil service examination.
- 2.13 "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head) subject to Civil Service Law and any rules promulgated thereunder.
- 2.14 "Actual Service" means total time spent actually working in a position including temporary positions and probationary service and also including any paid time off and/or leaves with pay.
- 2.15 "Service" means "Actual Service" as defined above.
- 2.16 "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the County. Effective July 1, 2002 a period of actual service in a regular part-time position (forty [40] hours or more per pay period) shall be credited on a prorated basis based on the number of hours an employee works during such continuous service period. However, a period of actual service in a part-time position (less than forty {40} hours per pay period) shall be credited as fifty percent (50%) of such period for purpose of computing continuous service. An employee's continuous service is interrupted by voluntary resignation, discharge, retirement or layoff. If an employee is rehired within one (1) year or is recalled within two (2) years of layoff or during his/her period of eligibility on a preferred list pursuant to Civil Service Law or reassumes a permanent full-time permanent position after holding a non-regular

part-time position without a break in actual service, the interruption in continuous service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in a permanent loss of all continuous service credits. In addition, should an employee assume a "Managerial/Confidential" position with the County and without a break in actual service reassumes a bargaining unit position, time spent outside of the bargaining unit shall be included in computing the total period of continuous service but shall not be included in computing the employee's time in a bargaining unit position.

- 2.17 "Seniority" except as defined and determined by Civil Service Law for purposes of the provisions therein, shall mean the length of an employee's continuous service as defined above with the County of Erie, in the bargaining unit and shall cover all areas of the collective bargaining agreement unless otherwise specifically stated in the agreement.
- 2.18 "Department" shall mean that unit of County Government specifically designated as a Department under the Erie County Charter and Erie County Administrative Code as amended from time to time.
- 2.19 "Department Head" shall mean the person so designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a department or his/her designee(s) in his/her respective department, institutions, divisions, bureaus and/or other administrative units.
- 2.20 "Immediate Supervisor" shall mean the employee who normally assigns and supervises another employee's work and approves his/her time record or evaluates his/her work performance. The County will designate by name the immediate supervisor in a particular department.
- 2.21 "Permanent Vacancy" means an unencumbered budget position covered by the bargaining unit which may or may not be filled within the sole discretion of the employee's Department Head.
- 2.22 "Section" means a subprovision of an article.
- 2.23 "Nursing Function" is defined as diagnosing and treating human responses to actual or potential health problems through such services as case finding, health teaching, health counseling, and provision of care supportive to or restorative of life and well-being, and executing medical regimens prescribed by a licensed or otherwise legally authorized physician or dentist, as reflected in Article 139 of the State Education Law, Section 6902.
- 2.24 "Ties in Bargaining Unit Seniority"
Should any ties in bargaining unit seniority arise under this section or any other section of the contract wherein bargaining unit seniority decides the allocation or selection of a benefit, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

3. ASSOCIATION STATUS

3.01 Association Membership

Membership in the Association will not be a condition of employment, nor will the County discriminate in hiring or promoting employees or otherwise because of an employee's membership or participation in the Association or his/her refusal to join such organization.

3.02 Association Dues Deduction

- A. An employee desiring to become a member of the Association may execute a written authorization in the form annexed hereto as Appendix B. Upon receipt of the authorization from an employee, the County shall, pursuant to the authorization, deduct from the wages due the employee each pay period.
- B. The County following each pay period from which those deductions are made will transmit the amount so deducted to the Association within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

New York State Nurses Association
11 Cornell Road
Latham, NY 12110-1403

- C. The Association shall certify to the Personnel Commissioner of the County of Erie in writing the current rate of membership dues and shall give the County thirty (30) days' notice prior to the effective date of any changes.
- D. A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Comptroller of the County of Erie of his/her desire to discontinue or to change such authorization in writing and by registered mail and the County shall forward a copy of the employee's notification to the Association.

3.03 Deduction of Agency Shop Fee

The County will, for each employee who does not authorize Employer to deduct Association dues under section 3.02 or who otherwise has been designated by the Association as being a member in good standing, deduct from the wages due such employee in any month an agency shop fee equal to the regular dues fixed by Association for such month. The deduction shall be made on a biweekly basis and shall be transmitted at the same time and to the same office as set forth in section 3.02 above. Each such agency shop fee deduction will continue in force and effect until revoked by (a) an employee's written and signed direction under section 3.02 to deduct Association dues from the employee's wages; or (b) termination of such employee's employment in a bargaining unit position. The Association agrees to hold the County safe and harmless because of said deduction.

3.04 Insurance

The County further agrees to grant to the Association an exclusive payroll deduction of premiums for an employee organization-sponsored insurance program. The NYSNA shall have the right to designate an insurance representative to visit an individual employee covered by this Agreement, on

the job, for the purpose of explaining the insurance protection of a NYSNA-sponsored insurance program.

Only one such visit per employee per contract year shall be permitted and only after notifying the department head or his/her designee in writing given five (5) days in advance, and in no event shall such visit exceed one-half (½) hour in duration.

The designation of an insurance representative shall be in writing and sent to the Director of Labor Relations, at the time such designation is made setting forth the specific names and addresses of such insurance representatives. In no event shall there be more than two (2) representatives designated at any one time. Failure on the part of the Association and/or its insurance representatives to comply with the provisions of this section shall release the County from any obligation provided in this section for the remaining term of this Agreement.

3.05 Deduction Error

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The County shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

3.06 Association Business: Local Chairperson

The Association will notify the Administrators of the Division chairperson representatives who are authorized to deal with Administrators about employment conditions and adjustments of any problems arising under this Agreement. The Association will notify the Director of Labor Relations and Division Administration in writing of said representatives' designation and authority and any change in either. Local chairperson or designee will be allowed reasonable time off with pay to handle grievances.

3.07 Association Business: General Representative

A duly authorized general representative of the Association may visit the Employer's premises, by prearrangement with the Division's Director of Nursing, at a reasonable time to discharge Association's duties as the employees' collective bargaining representative so long as the representative does not interfere with the work of the employees.

3.08 Association Business: Access to Membership During Working Hours

Association local chairpersons and representatives shall, on an exclusive basis have access to employees during working hours to explain Association membership services and programs under mutually developed arrangements with Department or Agency heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per year.

3.09 Time Off for Association Conventions

The County agrees to grant time off without charge to accumulated leave credits, with pay, for Association delegates to conventions of Association, or other bodies with which the Association is affiliated, but not to exceed sixty (60) working days in any one (1) calendar year.

3.10 Meeting Space

NYSNA is accorded the privilege of use of meeting space on County property; provided, however, that the meetings will be held not more than once a month and will be prearranged in writing upon ten (10) days' advance written notice with the County's Division of Labor Relations with a copy to the Department Head and the Director of Nursing. Attendance at meetings shall be limited to bargaining unit employees who are on meal break or are off-duty, and Association general representatives. It is agreed and understood that no ratification meetings can take place on County property.

3.11 Association Business: Bulletin Boards

Employer will provide Association with, and suitably locate, bulletin boards on which to post official Association notices. These bulletin boards will at all times carry a label, device or notice clearly identifying them as Association's space (for use). The signature (or facsimile signature) of a duly authorized Association representative will be affixed to every Association notice posted in this space. The bulletin boards shall be locked and a key held by the Employer and the local representative.

4. EMPLOYEE STATUS

4.01 Classification

Employees covered by the Agreement will be classified as either (a) full-time; (b) regular part-time; or (c) part-time.

4.02 Regular Full-Time Employees

A regular full-time employee is an employee covered by this Agreement who is employed on a regular basis to work a normal workweek. A regular full-time employee will receive full fringe benefits.

4.03 Regular Part-Time Employees

Regular part-time employees regularly scheduled forty (40) hours or more per pay period (excluding per diem, seasonal, temporary, substitute, per session on a non-regularly scheduled basis) shall earn credits and be entitled to receive, upon meeting the requirements of the applicable provisions of this Agreement, the following benefits only and only to the extent provided:

- A. Vacation - 50% of full-time employee;
- B. Sick Leave - 50% of full-time employee;
- C. Holiday - 50% of full-time employee;
- D. Transportation Allowance - same as full-time employee;
- E. Jury Duty Pay - same as full-time employee;
- F. Shift Differential - same as full-time employee;

- G. Health Insurance - single coverage paid in full by County with option of family coverage at employee's expense;
- H. Coverage under Retirement System as provided in this Agreement;
- I. A one-half (½) hour paid lunch break for regular part-time employees;
- J. All regular part-time employees shall be granted an increment provided they have worked at least one year for the County. Regular part-time employees shall receive increments the same as regular full-time employees;
- K. Bereavement Leave - same as full-time employee.

4.04 Part-Time Employees

Part-time employees regularly scheduled less than forty (40) hours shall be entitled to receive, upon meeting the requirements of the applicable provisions of this agreement, the following benefits only and only to the extent provided:

- A. Transportation Allowance - same as full-time employees;
- B. Jury Duty Pay - same as full-time employees;
- C. Shift Differential - same as full-time employees;
- D. Coverage under retirement system as provided by New York State Law;
- E. Increments as provided for part-time employees in this agreement in Section 7.08 (F);
- F. All items in the contract shall apply to part-time employees except those listed below:
 - 1. Section 4.14, Temporary Relocation
 - 2. Section 4.15, Interdepartmental Transfers
 - 3. Section 6(B), Summer Hours
 - 4. Section 6(C), Meal Days
 - 5. Section 6(G), Weekends Off
 - 6. Section 6(H), Summer Hours
 - 7. Section 6(I), Summer Hours
 - 8. Section 8.01(B), Compensatory Time
 - 9. Section 8.01(D), Emergency Duty
 - 10. Section 9.01, Health Insurance
 - 11. Section 11.01, Vacation
 - 12. Section 11.02, Holidays
 - 13. Section 11.03, Personal Leave
 - 14. Section 11.07, Sick Leave
 - 15. Section 12.04, Leave Because of Extended Illness
 - 16. Section 12.08, Leave to Serve in Another County Position
 - 17. Section 12.09, Leave to Accept Employment Outside County

4.05 Probationary Period

The rules governing probationary terms are set forth in Rule XIII of the rules for the classified Civil Service of the County of Erie as amended from time to time.

The probationary term for every permanent appointment to a permanent position from an open competitive or promotional civil service list and every original appointment and promotional appointment to a position in the non-competitive or labor class, shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

The probationer shall be advised by his/her supervisor at least at the end of the eight (8) weeks and then at least every nine (9) weeks in writing as to status and progress. If found to be unsatisfactory, the appointing authority shall give the probationer at least one (1) week's written notice that his/her service in the position will terminate at the end of the probationary term. An employee who is terminated under this provision who holds a permanent appointment to a lower level position shall be immediately reinstated to such lower level position without loss of benefits or seniority.

The decision to retain or terminate the probationer in that position will be made solely by the appointing authority and shall not be subject to appeal through the grievance procedure in this contract, unless a violation of Articles 17 or 18 is involved. The employee shall be entitled to Association representation upon request.

4.06 Job Posting: Erie County Home and Health Department

A. Erie County Home

When ever a temporary or permanent vacancy in the Home occurs, after the County exercises its rights to reassign employees throughout the County, the remaining vacancy prior to posting shall be filled as follows:

1. Recall rights.
2. If there is no existing Recall List, the vacancy shall be posted as follows:

(GDN – 3-11; 11-7)	5 calendar days
(All others)	10 calendar days

All postings will also be simultaneously announced during the same period on a pre-recorded telephone hotline.

During the posting period indicated above, employees may apply for the position. The application shall be in writing (including facsimile) and shall be submitted to the employee's department head or his/her designee. This vacancy shall be filled by the department head from the qualified applicants for promotions or lateral transfers. Where qualifications are substantively equal among such applicants, length of service in a bargaining unit position shall be controlling. Should this bid procedure cause a further vacancy, that vacancy and any subsequent vacancies shall be posted as outlined above.

B. Erie County Health Department

Whenever a permanent vacancy in the Health Department occurs, after the County exercises its right to reassign employees throughout the County, the remaining vacancy prior to posting shall be filled as follows:

1. Recall rights

2. If there is no existing Recall List, the procedures outlined below, shall be followed for the filling of the initial vacancy after reassignment and all subsequent vacancies as indicated.

The initial vacancy and any subsequent vacancy caused by filling the initial vacancy shall be filled by the lateral transfer list. When no qualified employee is available from the lateral transfer list, the vacancy remaining shall be posted as follows:

(GDN – 3-11; 11-7)	5 calendar days
(All others)	10 calendar days

During the posting period indicated above, employees in that department may apply for the position. The application shall be in writing and shall be submitted to the employee's department head or his/her designee. This vacancy shall be filled by the department head from the qualified applicants for promotions or lateral transfers. Where qualifications are substantively equal among such applicants, length of service in a bargaining unit position shall be controlling. Should this bid procedure cause a further vacancy, that vacancy and any subsequent vacancies shall be filled from the transfer list until there are no interested employees remaining on the list. At this point, the County may fill the position at its own discretion.

4.07 Job Posting: Erie County Medical Center

Whenever a permanent vacancy at the Medical Center occurs, after the County exercises its right to reassign employees throughout the County, the remaining vacancy, if any, shall be filled in the following order and manner:

A. Recall Rights:

B. Posting

All such vacancies shall be posted for a period of seven (7) continuous calendar days. All postings will also be announced during the same period on a prerecorded telephone hotline. The opportunity to fill the position shall be given to all employees who meet the minimum qualifications and who have not transferred within one year of the respective posting. During the posting period, all interested and eligible employees may apply in writing for the position in question. In filling vacancies the Department Head or his or her designee shall review an applicant's qualifications including training, experience, skills, abilities, and past work record. However, in the case of promotion, education is an additional factor to be considered. Where it is determined that the qualifications of two or more applicants are substantively equal, the vacancy shall be given to the person with the most bargaining unit seniority. If no one applies for the vacancy in question or if the department head determines that no qualified applicant is present, the County shall have the right to fill the vacancy from another source. If the initial posting is filled from within, its subsequent resulting vacancy shall also be posted. However, if a resulting third vacancy due to internal movement occurs, it shall be filled at management's discretion. The names of all persons applying for a particular position and the selected employee shall be sent to the unit local representative chairperson(s). The employer shall make their best efforts to place their employee in the position for which he or she is chosen within 90 calendar days. All applications shall be

submitted to the Personnel Relations Office. Applications will be made available to employees and accepted seven (7) days a week.

4.08 Layoff and Recall

A. General

1. In the event of a layoff, the County shall identify the positions to be vacated by layoff. Once positions are identified for layoff, the County will utilize the procedure detailed throughout this section.
2. Prior to any permanent incumbent in the respective classification being laid off in any department or institution, temporary, provisional or probationary employees in the class in that department or institution shall be laid off first in that order.
3. Any member of the bargaining unit who is designated for layoff under the procedures outlined in either 4.08B or 4.08C will be considered for any opening being filled in the General Duty Nurse or Registered Nurse class if, in the opinion of the respective Director of Nursing, the displaced employee possesses the expertise to independently perform the duties of the particular opening.
4. Employees shall not displace from one department or institution to another, i.e., ECMC to ECH&I, Health Department or vice versa.
5. Any nurse reassigned or re-employed due to the implementation of this clause will receive an orientation to their new work assignment.
6. Should any ties in bargaining unit seniority arise under this section or any other section of the contract wherein bargaining unit seniority decides the allocation or order of a benefit or choice, such tie will be broken by a comparison of total County seniority. The employee with more County seniority will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

If the comparison of county seniority fails to break the tie the employee with the lowest last three numbers of his/her social security number will be treated as though he/she has more bargaining unit seniority than the other employee involved in the tie.

B. Competitive Class Employees

1. The retrenchment and recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York State Civil Service Law as amended from time to time.
2. In addition, subsequent to the Section 80 and 81 procedure, a competitive class employee may displace a non-competitive class employee if they meet the following criteria:
 - a. The employee has greater bargaining unit seniority; and
 - b. The employee meets the minimum qualifications of the respective class including the relevant experience most of which occurred within the past seven (7) years; and
 - c. The employee previously held the classification and in the opinion of the respective Director of Nursing the employee possesses the

expertise to independently perform the duties of the particular position. (Such determination by the Director of Nursing shall not be arbitrary and capricious).

3. The review of displacement opportunities to lower titles shall occur in the following order:

- a. Team Leader/Head Nurse

- b. Asst. Head Nurse (ECMC)/Charge Nurse

If new classes are created and designated as non-competitive, the County will meet with the Association to determine placement within this section.

4. If a bargaining unit employee is unable to displace anyone in the titles noted in B.3 of this article, he/she will have the right to displace a General Duty Nurse/Registered Nurse bargaining unit seniority permitting.
5. An employee may exercise their right to accept layoff in lieu of displacing another employee.

C. Non-Competitive Employees

1. Where there is a layoff in a specific non-competitive classification and no temporary or probationary employees are involved, the employee with the lowest seniority in the classification shall displace an incumbent with the lowest bargaining unit seniority in the same classification in the respective department or institution. Additionally, full-time employees may displace full-time, regular part-time employees or part-time employees. Regular part-time employees may displace regular part-time employees and part-time employees only.
2. If the employee who has been displaced as a result of paragraph "1" above who previously held a lower level bargaining unit classification on a permanent basis, he/she may displace the employee with the lowest bargaining unit seniority in his/her department or institution who holds such lower level classification.
3. The employee who was displaced under paragraph "2" who previously held a lower level bargaining unit classification on a permanent basis, may displace bargaining unit seniority permitting the employee with the least bargaining unit seniority who holds such lower level classification in his/her department or institution.
4. The employee who was displaced under paragraph "3" who previously held a lower level bargaining unit classification on a permanent basis will be laid off. Such laid off employee will be placed on a recall list by classification in descending order of bargaining unit seniority.
5. Layoff, in lieu of vertical displacement. In the event of a layoff, if an employee does not wish to displace into a lower level classification held by a junior employee or fails to exercise his/her displacement rights within four (4) working days from the date of Notice of Layoff, he/she will be placed on a recall list.

6. Layoff. Part-time employees not scheduled for work for a period of sixty (60) consecutive calendar days shall be considered laid off, and bumping rights shall be effective on the 61st calendar day.
7. Recall. Whenever a vacancy occurs in a class title within the County, employees who are on layoff in that class title shall be recalled in accordance with their class title seniority in the reverse order in which they were laid off. If a vacancy occurs in a class title where no employee in that class title in the County has recall rights, then the laid off employee with the most seniority will be recalled if he/she has the ability to do the work and if not, the next senior employee will be recalled. Recall rights for employees on layoff will expire two (2) years from date of last layoff.

It is agreed and understood that should a competitive class employee not wish to exercise any bump permitted under Civil Service Law or fail to so exercise within four (4) working days from the date of the Notice of Layoff, such employee will be placed on a preferred list pursuant to Civil Service Law.

Notice of Layoff

The County will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement or New York State Civil Service Law.

D. Notice of Recall

Notification of recall shall be sent to the employee by certified or registered mail, return receipt requested, to the employee's last known address. An employee will have four (4) workdays from the date of delivery or attempted delivery of the recall notice in which to inform the County of his/her intentions to accept the recall or not. If the employee refuses such offer of reemployment or if such offer remains unanswered at the end of the three (3) workday period, such offer of reemployment and the employee's recall rights and privileges shall be terminated. The employee, if he/she chooses to accept the recall, will have up to eleven (11) workdays from the date he/she received the recall notice to return to work.

1. The County will be liable for any error on a separation or layoff only from the date of the filing of a written grievance bringing the specific error to the County's attention.
2. Concerning any errors in the recall of an employee, the County shall be liable only from the date of filing a written grievance bringing said error to its attention to the date the County notifies the employee to return to work.
3. A laid off employee who is recalled within two (2) years in any position will have any accumulated sick leave, personal leave, and/or compensatory time credits restored.

4.09 Employment Transfer List (Health Department)

- A. On or about November 1st and May 1st of each year, employees shall have the right to submit an employment transfer request by the 30th of the month

in the Health Department to their respective department heads. Lists shall become effective January 1st and July 1st. Copies of the transfer request lists shall be sent to the Buffalo office of NYSNA by the employer and to the local chairperson. The employee shall make his/her transfer request off the "General Areas" listed in Appendix "P".

B. Employment transfer requests shall include the following information:

1. The employee shall be limited to three (3) lateral transfer requests.
2. The request shall indicate the general location of the position and the shift desired and/or the health department program desired. An employee may request the same location and shift for up to all three (3) requests.

C. If an employee is offered the position and shift requested but turns down the offer, the employee's name shall be struck off the list for that position for the relevant transfer period unless the employee has requested the position and shift more than once.

D. Part-time employees and regular part-time employees shall be eligible to bid for all transfers. However, transfers for part-timers shall be granted only after full-time and regular part-time employees have their requests granted.

4.10 Competitive Positions

It is agreed and understood that competitive positions must and shall be governed by the Civil Service Law and Rules and Regulations which shall supersede the provisions of this Agreement.

4.11 Transfers

Employees who voluntarily transfer or accept a promotion must remain on the new assignment and in the same position for a period of one (1) year, unless a shorter period is mutually agreed to by the County and the Association. However, employees will not be restricted from transferring to a different shift or status (FT, RPT, PT) within the same nursing unit.

4.12 Seniority Lists

The Personnel Department is responsible for maintaining seniority lists and each department head or his/her designee will be responsible for the posting of such lists.

4.13 Time Off for Exams

A. Permanent employees will be released from work to compete in promotional and open competitive County Civil Service examinations in their occupational field only. It is understood that in any instance, wherein the examination is over prior to the end of an employee's shift, he or she must return to work. Furthermore, such time off will only be granted if the examination time conflicts with the employee's regularly scheduled work hours.

B. It is agreed that prior to the posting of work schedules, the County may schedule an employee off on the day of a Civil Service exam or State Board exam in order to avoid a conflict with the examination.

- C. Members of the bargaining unit who are required to take the State Board examinations, in whole or part, will be allowed time off with pay.

4.14 Temporary Relocation

When it becomes necessary to move an employee from one geographic, clinical or program assignment to another assignment for a temporary period, unless an employee volunteers, any such temporary assignment in excess of ten (10) consecutive workdays shall be assigned to the least senior qualified nurse who shall be so assigned until such temporary assignment ends.

Any such employee who is assigned temporarily for more than ten (10) consecutive days shall not be temporarily assigned again for a twelve (12) month period following completion of the temporary assignment, unless all other qualified employees in the same unit or work location have also been temporarily assigned during the same twelve (12) month period.

The following shall be exempted from this time limit: HRMIS and the Central Intake Unit of Home Health Services, ICU, OR, and Hemodialysis. The selection of an employee for temporary assignment shall be based upon the employee's skills and expressed interests. The names of all employees temporarily reassigned for periods greater than thirty (30) days shall be sent to the unit chairperson(s).

4.15 Interdepartmental Transfer

Request by an employee for transfer to another department into a job with the same class title should be submitted in accordance with applicable Civil Service provisions.

Where there is a conflict resulting from an approved request for transfers, involving two (2) or more employees with the same class title, the employees will be interviewed by the Department Supervisor where the vacancy exists. The selection process shall follow the Civil Service procedure, matching the total requirements of the position with the total characteristics of the candidates. When identical ratings result, length of service in a bargaining unit position shall be the deciding factor.

5. PROFESSIONAL STATUS

5.01 Nursing Committees

There shall be an Advisory Committee on Nursing Practice at the Erie County Medical Center (ECMC), Home (ECH) and Department of Health (ECHD). Each Advisory Committee on Nursing Practice may have a Subcommittee on Staffing. The membership of such committees, which shall be limited to employees covered by this Agreement, shall be determined by the Association provided that the Association will advise the County, in writing, of the membership of any committees.

The meetings and activities of such committees shall be during non-working hours except in those calendar months when the Association elects to conduct Nursing Practice Committee meetings on duty time. In such event, the Labor Management Committee meetings under Section 19.02 shall be held on off-duty time, and management representatives shall make themselves available for these meetings, provided the request complies with Section 19.02.

In the interest of encouraging second and third shift nurses to attend Labor Management and/or Nursing Practice monthly meetings, it is agreed that should nurses from the second or third shift request and actually attend such meetings outside of their regularly scheduled shift, a maximum of two (2) such nurses shall be paid for actual attendance time at their straight time base rate and such time shall not be counted toward the payment of the overtime premium.

At the Erie County Home, the Association will submit a written agenda to the Director of Nursing at least five (5) calendar days prior to the meeting date.

A. Purpose

The purpose of the committees shall be to make recommendations with respect to the philosophy of nursing and practice specific to the Division and methods to foster adherence to that philosophy.

B. Functions

1. Review and make recommendations regarding standards of nursing practice specific to the Division and consistent with those enunciated by the profession.
2. Analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to the same, for example:
 - a. Nursing involvement in non-nursing responsibilities;
 - b. Staffing patterns and ratios;
 - c. The adequacy of resources and supportive services essential to the practice of nursing;
 - d. The relationships between nursing and other disciplines of the Division.

C. Recommendations of the Committees on Nursing Practice shall be referred to the Director of Nursing in the Erie County Medical Center and the Erie County Home. In the Department of Health, recommendations will be referred to the Commissioner of Health's designee. The appropriate nursing management representatives will meet with the committee on duty time and will reply to the committees' recommendations within thirty (30) days in writing.

D. The recommendations of these committees are advisory in nature and may not be the subject of a grievance. The decision of the appropriate nursing management representatives is final and binding.

5.02 Staff Development Program

The County shall continue the past practice with regard to the following:

- A. A planned employee orientation program supervised by the Directors of Nursing, Erie County Medical Center, Erie County Home and the Public Health Department. Assignments to specialty units shall not be made without prior orientation to said unit unless a bona fide emergency exists or unless the nurse is qualified, by experience, to cover such specialty units.
- B. An organized program of in-service training, supervised by the Directors of Nursing, Erie County Medical Center, Erie County Home and the Public Health Department.

- C. The employee orientation and in-service training program described in (A) and (B) above will be conducted during the employee's regular work schedule where possible.
- D. Members of the Association will attend nursing and related seminars within budgetary limits and within the discretion of the Department Head, work permitting.

5.03 Staffing

- A. In each nursing division a committee will be established which shall meet at least monthly, when necessary. It shall be composed of a mutually agreed upon number of Division members and shall study and make recommendations on staffing to Nursing Administration. It is the intent of this provision to more effectively communicate staffing problems and recommendations between the Division and Nursing Administration and to establish a patient classification system.
- B. In the event any Registered Nurse determines that in his/her professional opinion he/she has been given an assignment that is unsafe and/or endangers patient care, he/she shall immediately notify his/her supervisor and begin the assignment. An employee shall not in any way or manner be disciplined for questioning the assignment.
- C. The supervisor or designee shall in a reasonable time, but no later than the end of the shift, contact the employee to review the problem and explain what steps, if any, were taken to remedy the situation. If the supervisor does not feel a problem exists he/she shall notify the employee.
- D. If the employee is dissatisfied with the supervisor's response, he/she shall continue the assignment and may do so under protest. The employee shall have the right to file an official protest of assignment, within twenty-four (24) hours, on a form agreed to by the parties, with the subcommittee on staffing included in Section 5.03 of this agreement.
- E. The committee will present their findings and the basis for their rationale to the Director of Nursing for his/her consideration and recommendation, which shall be at his/her sole and exclusive discretion. The provisions (D) and (E) of this section 5.03 are not grievable.
- F. The County agrees to pay up to a maximum of three (3) members of this committee, designated by NYSNA, for attendance at committee meetings. Such pay shall be at straight time rates and shall not exceed two (2) hours' pay for any given committee meeting. Such paid time shall not be counted for calculation of eligibility for overtime pay.

5.04 Non-Nursing Duties

The County and the Association agree that employees covered by this Agreement are employed to perform nursing and nursing related duties. It is in the best interest of both parties to agree that every effort shall be made to avoid assigning bargaining unit members to duties which are not related to nursing.

6. HOURS OF WORK

- A. Except as provided in Appendix J herein, a normal workday shall not exceed eight (8) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours.
- B. Normal working hours shall be as reflected in (A) above, except during the period of July 1 to the second Monday in September when working hours will be one-half ($\frac{1}{2}$) hour less per shift, except that in institutions and in positions of a nature requiring emergency or continuous service, the establishment of working hours shall be within the discretion of the head of the department, provided that the workweek shall not exceed forty (40) hours for any employee, and further provided that in departments where this deviation from the stated working hours is necessary, the heads of such departments shall file a complete schedule of employees' working hours with the Personnel Commissioner.
- C. All full-time employees covered by this Agreement except those at Erie County Medical Center and Erie County Home shall receive a one (1) hour lunch period except in position(s) of a nature requiring emergency or continuous service. All employees at Erie County Medical Center and Erie County Home shall receive a thirty (30) minute lunch (see paragraph H).
- D. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) day shift.
- E. Employees will have at least sixteen (16) hours off between scheduled shift assignments and will work a maximum of one (1) different shift in a normal workweek, except if it is mutually agreed upon, free of any harassment or coercion by the employee and Supervisor. Part-time employees shall receive forty-eight (48) hours' notification prior to a change in the work schedule or work shift.
- F. The Employer will post a schedule of each employee's work seven (7) calendar days in advance of the work period. Once posted, the schedule shall be maintained, except in unanticipated emergency situations until it is superseded by a new schedule or changed by mutual agreement between the Employer and the employee concerned.

In the event the Employer deems necessary any changes in the workweek or shift assignment, the employee and the Council Chairperson will be notified seven (7) calendar days in advance of the proposed change, except in emergency situations. When there are two (2) or more qualified employees with less than five (5) years of bargaining unit seniority they will be rotated for ten (10) workdays (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. If only one (1) qualified employee has less than five (5) years seniority, that employee will be rotated as needed. If no qualified employee has less than five (5) years seniority, all eligible employees on the unit will be rotated as needed for ten (10) work days (actual days worked) based on inverse order of seniority, unless otherwise agreed to by the parties. A new rotation list will be used the first day of each year.

- G. Weekends, for the purposes of this clause, (at the Erie County Medical Center and Home only) are defined as beginning at eleven o'clock post meridian (11:00 PM) Friday and ending at eleven o'clock post meridian (11:00 PM) Sunday. Employees working on a night variable shift shall have the weekend defined as beginning Friday of a regularly scheduled shift through the completion of the end of their

regularly scheduled weekend assignment. The Home will make every effort to grant employees every other weekend off.

The Erie County Medical Center will grant employees twenty-six (26) weekends off per year. Should any employee not receive twenty-six (26) weekends off in a calendar year, they shall receive a bonus equal to three dollars (\$3.00) per hour for all such excess weekend hours. The Hospital shall have the right to schedule an employee to work up to a maximum of three (3) weekends in a row.

An employee who has scheduled his/her vacation shall receive off the weekend before the beginning of his/her vacation, the weekend after and any weekend that falls during the scheduled vacation.

The County shall not schedule an employee to work a split weekend unless mutually agreeable between the employee and the County. If mutually agreed, the day worked will be counted as one-half ($\frac{1}{2}$) of a weekend worked.

If an employee is absent for all or part of the employee's scheduled weekend, the Employer may schedule the employee to make up such weekend work. If the employee works part of the scheduled weekend, he/she will be credited with the time worked for purposes of fulfilling the weekend obligation.

The County and the employee who is absent on a scheduled weekend shall mutually agree on when the employee is to make up the unworked weekend. If the County and the employee cannot mutually agree within six (6) weeks, the County will then have the right to reschedule the employee at its discretion.

- H. Employees at ECHD shall receive one (1) hour lunch and summer hours as described above in (B). The one (1) hour lunch may be waived only by mutual agreement between the employee and the Commissioner of Health or his designee.
- I. Employees will work beyond seven and one-half ($7 \frac{1}{2}$) hours during the period designated above in sub (B), only as required by the department.
- J. In the fall of the year when the clocks are set back one (1) hour, third shift employees work nine (9) hours instead of eight (8). All employees who work this extra hour should be paid at that time for the additional hour worked.

In the spring of the year when the clock is set ahead one (1) hour, third shift employees work only a seven (7) hour shift instead of eight (8). All employees who work this seven (7) hour shift should be docked an hour at that time.

- K. The parties to this Agreement recognize that the concept of flextime may offer a relief to scheduling and/or recruiting problems. The parties also recognize that certain flextime plans may be in conflict with the current provisions of this Agreement. Therefore, during the term of this Agreement, if a group of nurses (five (5) or more) in one or more sections, departments or work locations feels that such flextime would be desirable or if a management representative feels that such flextime would be desirable, a request to meet and confer shall be presented to either party. The County of Erie and the Association will then schedule such a meeting as soon as possible.

7. SALARY AND INCREMENT RULES

7.01 Promotions

Any employee promoted to a position in a higher job group shall receive a salary at the increment step in the range for the higher position which is nearest but not less than:

\$600 for promotion to Job Group N2

\$800 for promotion to Job Groups N3, N4, N5, N6, N7

Any employee promoted to a position in a higher job group, shall receive a salary at the same increment step reached in his/her former position.

7.02 Demotions

A permanent employee who for any reason is appointed to a position that is in a job group lower than the job group of the position in which he/she is serving shall upon appointment to the lower position receive a salary at the increment step in the salary range in the lower job corresponding to the increment step reached in his/her former position.

7.03 Reinstatement

- A. A permanent competitive class employee who has been laid off and subsequently reinstated from a preferred list pursuant to Civil Service rules shall be reinstated at the same salary step as received at the time of layoff.
- B. A permanent employee who has resigned and is subsequently reinstated pursuant to Civil Service rules shall be reinstated at the same salary step received at the time of resignation if reinstated to the same position held at the time of resignation.
- C. An employee who is promoted temporarily or provisionally to a higher position and who is returned to his/her position in a lower grade, shall upon return to the lower position receive a salary at the increment level he/she would have reached had he/she continued to serve continuously in that position.

7.04 Reallocation

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

7.05 Reclassification

When an employee's class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

7.06 Temporary Assignments

An employee assigned by the County to perform the duties of a position with higher level responsibilities shall initially perform such duties at his/her permanent rate of pay but on the third (3rd) day of such assignment shall begin to receive the applicable salary increase. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without

pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

Should any General Duty Nurse replace a Team Leader or Charge Nurse for a minimum of four (4) hours, such General Duty Nurse shall receive fifty cents (\$.50) per hour for each hour of said shift. The three (3) day requirement of this article shall not apply to General Duty Nurses on temporary assignment as a Team Leader/Charge Nurse.

7.07 Leave of Absence - Military

Any County employee who is required to render ordered military duty or to attend a training program or perform other duties under United States or New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) days per calendar year pursuant to the Military Law. All employees who are active in the military reserves or National Guard must submit a monthly drill schedule to their immediate supervisor within seven-two (72) hours of its publication.

7.08 Increments

- A. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.
- B. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed or promoted to a position shall be eligible for their first increment upon approval by the appointing authority after six (6) months of actual service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval by the appointing authority on a yearly basis provided they have a minimum of nine (9) months of actual service since receiving their last increment.
- C. If an employee who holds a permanent position is serving in another position on a temporary or provisional basis, he/she shall be eligible for increments in that other position provided he/she has met the actual service requirements in that position. However, if such employee resigns, is laid off, terminated or otherwise leaves that other position and is at some future time appointed to that other position, the actual service requirements shall be based upon the date of reappointment with no credit for any prior time spent in such position.
- D. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
- E. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such case the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
- F. Part-Time Increment Movement. Part-time employees shall be moved as follows:
 - 1. Increments are recommended by the appointing authority on the basis of merit and recognition for measuring up to the department's work performance and attendance standards.

2. Increments, if granted, shall be effective either January 1 or July 1. Employees appointed to a position shall be eligible for their first increment upon approval by the appointing authority after twenty-four (24) months of part-time service on January 1 or July 1 as the case may be. Employees will be eligible for subsequent increments upon approval of the appointing authority on the next January 1 or July 1 after completing twenty-four (24) months of part-time service since their last increment.
 3. In computing increment eligibility, when appointments are made on January 1 or July 1, and the day falls on a holiday or non-scheduled workday, the increment period will include these days.
 4. Because of payroll procedures that enable the County to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all times coincide. In such cases the increment credit date is the first day of respective pay period during which January 1 or July 1 falls.
 5. Credit for years of service for any nurse shall be limited to January 1, 1981, for purposes of movement throughout the salary range (step movement).
 6. Twenty-four (24) months of part-time service will equal one (1) year of full-time service.
 7. One (1) hour worked in a month shall be defined as one (1) month of service for movement through the salary range.
 8. A two (2) year period, as defined in #7 above, during which no part-time service is performed and no leave of absence has been granted, shall result in the part-time employee being returned to Step One (1) of the salary schedule.
- G. Steps Nine (9) and Ten (10)
- Step nine (9) will be defined as eight (8) or more years in the New York State Nurses Association bargaining unit, or two (2) years at step eight (8).
- Step ten (10) will be reached after four (4) years at Step nine (9).

Nurses on the "All Others" scale having eight (8) or more years in the New York State Nurses Association as of December 12, 2002 shall move to step nine (9) effective December 2, 2002. All such employees will move to step ten (10) on December 2, 2006. (After 4 years on step 9)

7.09 Pay Period

- A. The salaries and wages of employees shall be paid biweekly. In the event this day is a holiday, the preceding day shall be the payday. Every effort shall be made to pay the second and third shifts a day previous to first shift employees. Every effort shall be made to pay an employee who is on rotation at the same time the other employees on that shift are paid. If an employee is scheduled for a day off on his/her regular payday, every effort will be made to pay the employee before he/she leaves for the day off;

however, no check will be released before 3:00 p.m. on the day prior to the scheduled payday.

B. During the term of this Agreement, the County will attempt to create and institute a system which identifies on an employee's pay voucher the following:

1. The current status of his/her benefits; i.e., sick leave, vacation time, personal leave days and compensatory time.
2. An accurate interpretation of the distribution of the employee's gross income stating all premiums and/or differentials.

7.10 New Appointments

If during the life of this Agreement the County encounters difficulties in recruiting candidates to fill vacancies in a job classification, the Director of ECMC may authorize an appointment at a step higher than Step II for the job. Such authorization shall not become effective unless recommended by the Director of Nursing and approved by the ECMC Board of Managers. No such authorization shall become effective without five (5) workdays advance notification to the Association and to the Erie County Director of Budget and Management.

New hires may begin work at other than the starting rate (start rate is Step II). Effective January 1, 2001, a registered nurse with experience in the field for which he/she is hired may be started at a step higher than the normal starting step as follows:

Starting rate will be step two (2):

Two (2) years of verifiable experience - one (1) step above the normal starting rate in effect at time of hire (step 3).

Four (4) years of verifiable experience - two (2) steps above the normal starting rate in effect at the time of hire (step 4).

Six (6) years of verifiable experience - three (3) steps above the normal starting rate in effect at the time of hire (step 5).

Eight (8) years of verifiable experience - four (4) steps above the normal starting rate in effect at the time of hire (step 6).

Ten (10) years of verifiable experience - five (5) steps above the normal starting rate in effect at the time of hire (step 7).

Employee's hired since July 1, 1997 will be granted one (1) additional step effective January 1, 2001. (Steps on wage scale - see Appendix C).

7.11 Certification Reimbursement

Effective January 1, 1989 the Employer shall pay for the cost of application, registration, and test for required certification courses which the employee successfully completes.

8. MONETARY BENEFITS: COMPENSATION FOR TIME WORKED

8.01 Overtime Compensation

- A. All employees who actually work over forty (40) hours per week or eight (8) hours per day performing direct patient care and related activities shall be paid two (2) times such employee's straight time hourly rate plus shift differential, for all such hours worked in excess of forty (40) hours per week or eight (8) hours per day. All paid leave time except sick leave, including paid lunch hours and compensatory time shall be counted as time worked.

Exceptions to the overtime premium of double time include:

- 1) Time spent in meetings and educational programs;
- 2) The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift, the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

Any overtime hours worked not qualifying for double time the employee's straight time hourly rate plus shift differential will be paid at time and one half the employee's straight time hourly rate plus shift differential per 8.01B.

- B. All employees who actually work any hours over forty (40) hours per week or eight (8) hours per day, and such hours do not qualify for double time pursuant to 8.01A, shall be paid time and one-half (1½) times such employees' straight time hourly rate plus shift differential, for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. Excluded from computation of time worked for purposes of the overtime premium of one and one-half (1½) is all sick leave. All other paid leave time, including paid lunch hours and compensatory time shall be counted as time worked.
- C. Each employee covered under this contract may request, in writing, compensatory time off in lieu of cash payment for overtime worked in accordance with the limitations provided in this section. Each employee who requests compensatory time in writing shall be granted the right to accumulate such time up to a maximum of forty (40) hours. The written request must be filed with the department head by the third Monday in January of the year the employee elects to take compensatory time in lieu of cash payment for overtime. The election to take compensatory time shall remain in effect until the employee revokes it. Revocation may only occur during the month of December in each year. Any employee who revokes his or her request for compensatory time, shall be paid for overtime hours worked as provided in section 8.01 (A or B). New employees shall be paid cash for overtime until the third Monday of January of the year following their date of hire, at which time they shall be eligible to select compensatory time as described above.

Each employee who desires compensatory time off shall accumulate the aforementioned time at the rate of double time or time and one-half (1½) for each hour or part thereof worked depending on whether the compensatory time accrued under 8.01A (double time) or 8.01B (time and one-half). The

maximum number of overtime compensatory hours that may be accumulated by an employee at any one time is forty (40) hours. This amount shall exclude all compensatory time formerly earned for lunch hours, as provided in section 6(C), and any compensatory time formerly earned under section 11.02 Holiday, and formerly earned under section 8.01(C), Holidays.

As an employee uses the compensatory time earned under this section, he or she shall accumulate additional compensatory time off for use in each instance the employee works overtime until the maximum amount allowed under this section 8.01(B) is again reached. Once the employee reaches the maximum amount of accrued compensatory time, he or she shall be paid in cash for each hour or part thereof worked above the maximum amount of allowable accrued compensatory time.

A compensatory time accrual rate of double (2) time or one and one-half (1½) hours of compensatory time for each hour of overtime work shall apply only to time worked in excess of forty (40) hours per week or eight (8) hours per day per 8.01A and B.

- D. An employee who is required to work on a day celebrated as a holiday as provided in this Agreement, will be paid his/her regular straight time pay plus one and one-half (1½) times his/her straight time hourly rate for every hour actually worked on such holiday.

Part-time employees will receive one and one-half (1½) times their regular hourly rate for all hours worked on a holiday.

- E. Employee requests to use compensatory time will be granted based on the order in which requests were made. Employees will request compensatory time off from their supervisor. Employee requests to use compensatory time will not be unreasonably denied. Denials shall be provided in writing to the employee.
- F. Compensatory Time Buyback: Effective November 1, 1995, all registered nurses will be allowed to sell back up to forty (40) hours of banked compensatory time under the following circumstances:
 - 1. This option must be requested prior to November 1, and will be paid via a separate check to employees during the first pay period of February of the year following the request.
 - 2. This option can be revoked by the employee any time prior to February 1 of the year following the request.
 - 3. Henceforth, there will be only one (1) compensatory time bank. This bank will be defined as the total number of hours deposited in an employee's overtime and holiday compensatory time banks prior to this transition.
 - 4. No employee can choose to accept overtime compensatory time in lieu of cash until such time as his/her compensatory time accumulation is below the one hundred twenty (120) hour maximum.
 - 5. For employees hired after March 13, 1995, compensatory time accumulations cannot exceed the one hundred twenty (120) hour limitation.

- G. If, after resorting to the volunteer list and making reasonable efforts to obtain qualified nurses from other sources as mentioned above, the need still remains, the unscheduled overtime shall be assigned to the least senior employee then on duty on the unit. (Once an employee is assigned such overtime, the next assignment of unscheduled overtime shall be made to the next least senior employee then on duty in the work area, and so on in ascending order.) Employees who volunteer for overtime shall not be treated, for purposes of assigned overtime placement as if they had in fact been assigned the overtime.

Any RN may refuse unscheduled overtime once per calendar quarter unless this individual is the sole RN on duty. A refusal pursuant to this agreement of unscheduled overtime will be recorded as a "turn taken" on the rotating seniority wheel utilized for assignment of such overtime. Once it has been determined by the staffing office that there are no volunteers for the unscheduled overtime and the RN required to be mandated refuses to stay pursuant to this agreement, another RN may volunteer to stay in his/her place. This will be recorded as that nurse's "turn" on the rotating seniority wheel utilized for unscheduled overtime. No RN shall be permitted to "bank" more than one turn in advance of the current cycle of the seniority wheel. If more than one (1) RN volunteers in this situation, the overtime will be given to the RN with most seniority.

If all RNs in the sister unit refuse to stay, it shall be the nurse's turn who first refused on that particular day and his/her refusal shall not be recorded as such on the wheel. New employees shall not be assigned unscheduled overtime for four (4) weeks after completion of their orientation.

- H. Whenever an employee is requested to report for work outside his/her regularly scheduled shift or for emergency duty, he/she will receive a minimum of three (3) hours' straight time pay and restricted to one (1) nursing assignment per day. Any additional nursing assignment to the same employee during the same day must be approved by the Director of Nursing.

8.02 Wage Schedule

- A. Effective July 1, 2001 for ECMC, ECH and ECHD: see Appendix C.
B. Effective July 1, 2002 for ECMC, ECH and ECHD: see Appendix D.

9. MONETARY BENEFITS: HEALTH AND RETIREMENT

9.01 Health Insurance

- A. The Employer shall provide and pay the full cost of the Health Insurance Program listed in Option 1A and 1B below for each employee covered under this contract in accordance with the carrier and type of coverage (single or family) desired by the employee. Furthermore, it is agreed and understood that annually employees who do not choose to continue in Option 1A or

Option 1B will be given the opportunity to select an alternative plan described in this section. This selection will take place during the open period (February 1 - February 28 or 29) each year and become effective on April 1 of each year. It is finally agreed and understood that any cost for health insurance Options II, III, IV and V, which exceed the cost of the average cost of Plans 1A and 1B without managed care (total cost of 1A and 1B, without managed care, divided by 2) will be paid for through biweekly payroll deductions. There shall be no decrease in the level or amount of benefits in either Option 1A or 1B from the level existing in Option 1 in effect on January 1, 1990 (Blue Cross {Class 4-6}, Blue Shield {82-83}, Blue {Rider 16}. Blue Cross/Blue Shield Major Medical \$1,000,000 - \$5.00 co-pay prescription.) The County shall pay the entire premium for employees who choose either Option 1A or Option 1B. The options from which an employee can choose are as follows:

* **Option 1A**

Blue Shield

Hospital; Medical/Surgical + Major Medical w/o Drugs; \$100 Deductible (\$5.00 co-pay eligible for major medical reimbursement)

Rider 21 - Psychiatric Care
Prescription Care \$5.00 co-pay
Managed Care Provision

* **Option 1B**

Blue Cross

Hospital; Medical/Surgical + Major Medical w/o Drugs; \$100 Deductible (\$5.00 co-pay eligible for major medical reimbursement)

Rider 21 - Psychiatric Care
Prescription Care \$5.00 co-pay
Managed Care Provision

* = It is understood that Options 1A and 1B may be combined.

Option II

GHI-MED/SURGICAL/HOSPITAL PROGRAM
Prescription care up to \$5.00 co-pay

Option III

Health Care Plan/Choice Care
Prescription care up to \$5.00 co-pay

Option IV

Independent Health Association - Gold Plan
Prescription care up to \$5.00 co-pay

Option V

Community Blue - I
Prescription care up to \$5.00 co-pay

Effective no sooner than July 1, 1995 replace the then current Section 9.01(A) with the following:

- A. For employees hired prior to or on February 2, 1995, the Employer shall provide and pay the full cost of the three (3) least expensive individual and family health insurance plans from the set of plan options outlined below. Determination of the cost of the three (3) lowest individual and family plans will be based on the premium notices received from providers on or about January 1st of each year. For any employees not participating in either of the three (3) least expensive plans as set forth above, the County shall contribute a monthly amount equal to the arithmetic average premium of the three (3) least expensive plans. One (1) average will be calculated for the three (3) lowest individual plans and one (1) average will be calculated for the three (3) lowest family plans. The employee will bear the expense through bi-weekly payroll deductions of any amount in excess of the required Employer contribution. For employees hired after February 2, 1995, the Employer shall contribute ninety percent (90%) of the average premium if the employee chooses one (1) of the three (3) lowest plans; or ninety percent (90%) of the average premium if the employee chooses a plan other than one (1) of the three (3) lowest plans. In the latter instance, the employee shall also pay the difference between the average and actual premium.

Employees can switch from one health insurance plan to another annually. This selection will take place during the open enrollment period (normally January 1st through 31st) and become effective on March 1st of each year. There shall be no decrease in the level or amount of benefits in either Option 1A or 1B from the level existing in Option 1 in effect on January 1, 1990 (Blue Cross Class 4-6), Blue Shield (82-83), Blue (Rider 16), Blue Cross/Blue Shield Major Medical \$1,000,000. Unless plan components are no longer offered by a provider, there shall be no decrease in the level or amount of benefits in Options II (two) through V (five) in effect on July 1994.

Employees shall have the following options:

* **Option 1A**

Blue Shield

Hospital, Medical/Surgical + Major Medical w/o Drugs; \$100.00

Deductible

(\$3.00 co-pay eligible for major medical reimbursement).

Rider 21 - Psychiatric Care

Prescription Care \$5.00 co-pay

Managed Care provision

* **Option 1B**

Blue Cross

Hospital, Medical/Surgical + Major Medical w/o Drugs; \$100.00

Deductible

(\$3.00 co-pay eligible for major medical reimbursement).

Rider 21 - Psychiatric Care

Prescription Care \$5.00 co-pay

Managed Care provision

Option II

GHI-MED/SURGICAL/HOSPITAL PROGRAM

Prescription care up to \$5.00 co-pay

Option III

Health Care Plan/Choice Care

Prescription care up to \$5.00 co-pay

Option IV

Independent Health Association - Gold Plan

Prescription care up to \$5.00 co-pay

Option V

Community Blue - I

Prescription care up to \$5.00 co-pay

* = It is understood that Options 1A and 1B may be combined.

Option VI

Labor Health

- B. The Employer shall provide the GHI Spectrum Plus Full Basic (Diagnostic and Preventative) Dental Plan for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee.

The Employer shall provide for 100% orthodontics and 100% prosthetics coverage, in addition to the full basic plan indicated above. The Employer shall pay seven dollars and fifty-five cents (\$7.55) per month for single coverage and twenty-nine dollars and seventy cents (\$29.70) per month for family coverage. Any premium costs above those costs set forth in this section shall be paid by the employee on a biweekly payroll deduction.

If the County offers an improved dental plan to another bargaining unit during the term of this agreement, the County and Association will engage in negotiations on that issue.

- C. In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his/her health insurance or HMO coverage for the length of his/her accumulated sick leave, plus one hundred twenty (120) days thereafter.
- D. Should a permanent County employee, for whom the County is providing family health insurance coverage die, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two (2) calendar months thereafter.
- E. Employees desiring to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver countersigned by the Association Chairperson and the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month, in lieu of coverage, a payment of sixty-seven dollars (\$67.00) for each calendar month if waiving single coverage, or one hundred dollars (\$100.00) for each calendar month if waiving family coverage. Such payment shall be paid in the last paycheck of each calendar month.

HEALTH INSURANCE WAIVER

NEW YORK STATE NURSES ASSOCIATION

NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU OR YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER THE EFFECTIVE TERMS OF THIS WAIVER!

I hereby for myself, my heirs, executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the New York State Nurses Association.

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie and/or NYSNA and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may re-enter any County-provided insurance plan with reasonable notice of my intention to the County.

I have read the above waiver and, upon my reading, fully understand its content.

Employee: _____ Date: _____

NYSNA Representative: _____ Date: _____

Erie County
Commissioner of Personnel: _____ Date: _____

F. Public Health Nurses and Registered Nurses originally hired as twelve (12) month employees in the school-based program shall receive fully paid health insurance for the two (2) months during which they are furloughed.

G. Part-time employees shall be entitled to purchase health insurance (any option) through payroll deduction, at the group rate.

H. Retiree's Sick Leave Conversion

Employees who retire with ten (10) years or more County service shall be eligible for the following:

1. Employees with a minimum of one hundred (100) days of accumulated sick leave on their record on the day of retirement shall have the premium for the retiree's health insurance paid at one hundred percent (100%) for six (6) months at which time the County will pay one-half (½) the premium for life.
2. Employees who have a minimum of one hundred fifty (150) days of accumulated sick leave on their record on the day of retirement shall have the premium for the retiree's health insurance paid at one hundred percent (100%) for twelve (12) months at which time the County will pay one-half (½) the premium for life.

3. Employees who have a minimum of two hundred fifteen (215) days of accumulated sick leave on their record on the day of retirement shall receive on the payday following the day of retirement a cash bonus payment of three thousand dollars (\$3,000). The employee may, upon written notification thirty (30) days prior to retirement, elect to have the County pay the one-half ($\frac{1}{2}$) share of the premium for the retiree's health insurance until the three thousand dollars (\$3,000) is exhausted at which time the County will pay one-half ($\frac{1}{2}$) the premium for life.
- I. Upon notification, the Association will appoint representatives to attend County meetings designed to contain rising health insurance costs.

9.02 Retirement Plan

The County shall provide retirement plans known as "The New Career Retirement Plan" - 75-I with riders 60-B and 41-J, or the "Coordinated-Escalator Plan" whichever is applicable, to all employees in the bargaining unit who are eligible under law.

9.03 NYSNA Tax-Sheltered Annuity

The County will make available a Tax-Sheltered Annuity Plan when legally permitted by the State of New York contingent upon the following conditions being met:

- A. The Association will present to the Division of Labor Relations documented legal proof that members of the Association are entitled to participate in such a plan under appropriate Federal and State laws and regulations.
- B. The provider of such a plan be selected by the Association and the Association shall provide certification indicating approval by the Internal Revenue Service and the State of New York for the carrier so selected by the Association.
- C. All contributions under such plan are the direct obligation, through payroll deduction, of participating employees.
- D. The implementation and continuation of such plan is contingent upon there being no additional costs, direct or indirect to the County, over and above that normally attributable to other payroll deductions currently provided to the bargaining unit herein.
- E. Such program is effective only if, and so long as, the percentage of employee participation required under such program, if any, is maintained.

9.04 Sick Leave Conversion

Upon retirement the employee shall continue the same health insurance option in effect on the date of retirement without cost to the retiree only to the extent and under the schedule noted below:

The number of accumulated sick days in the retirement bank on the date of retirement shall be divided by thirty (30) and the resulting whole number (excluding fractions) shall indicate the number of months for which the County will continue the retiree's insurance at no cost to the employee.

10. MONETARY BENEFITS: MISCELLANEOUS

10.01 Shift Differential Pay

Effective January 1, 2001 a one dollar (\$1.00) per hour shift differential will be granted to all employees on the first (11p.m. – 7a.m.) and third (3p.m. – 11p.m.) shifts. Effective December 12, 2002 a one dollar and fifteen cents (\$1.15) per hour shift differential will be granted to all employees on the first (11pm-7am) and third (3pm-11pm) shifts.

Normally the third shift begins at 3:00 p.m. and terminates at 11:00 p.m. while the first shift begins at 11:00 p.m. and ends at 7:00 a.m. Some departments have so-called irregular or split shifts, and if an employee works four (4) hours or more into the third shift, he/she will be paid for all hours worked on the third shift, including the first four (4) hours.

Employees who work in the Health Department will be paid the shift differential as follows - employees who work a shift which ends four (4) or more hours later than the end of their usually scheduled shift will receive the shift differential for all hours worked. For example, the employee's usual shift is 8:00 a.m. - 4:00 p.m. The employee is scheduled for a shift 12:00 p.m. - 8:00 p.m. The shift ends four (4) hours beyond the employee's usual shift and therefore the employee would receive the shift differential for all eight (8) hours.

Shift differential will be paid to employees for actual hours worked in accordance with the above provisions.

All cash payments for employees who are entitled to shift differential and who work overtime shall be made not later than in the next regular payroll check.

10.02 Transportation Allowance

- A. The mileage allowance will be as set forth in the IRS schedule or a minimum of four dollars (\$4.00) per day for all employees. The mileage allowance shall be adjusted to the then current IRS rate when next announced after ratification.
- B. Toll charges reimbursed if supported by appropriate receipts.
- C. Those nurses who park in paid parking facilities while on official business at hospitals in the County are reimbursed if appropriate receipts are submitted with mileage voucher.
- D. The County will make every effort to make payment to employees, who have submitted mileage vouchers, no later than thirty (30) days from submission.

10.03 Preceptor Differential

An employee who is assigned by management to be a preceptor shall receive an additional one dollar and twenty-five cents (\$1.25) per hour for all time spent performing such duties.

11. MONETARY BENEFITS: COMPENSATION FOR TIME NOT WORKED

11.01 Vacations

Employees may use their vacation in one (1) hour blocks. Every effort will be made to grant employees their vacation at the requested time subject to their

department's responsibility to maintain work coverage and efficient operations for service to the public.

Credits

Vacation credits will accrue and be available for use on a pay period basis for full-time employees after the first pay period of employment, providing they are on a compensable pay status for at least fifty percent (50%) of the pay period. A full-time employee must have worked no less than forty (40) hours (of an 80 hour pay period) to be eligible to receive vacation hours credit for the pay period. Vacation credits will be granted monthly in accordance with the following schedule:

Service	Hours Per Pay Period
From date of employment through completion of two (2) years of service	3.08
From second (2nd) year anniversary date through completion of ten (10) years of service	4.62
From the tenth (10th) year anniversary date through completion of seventeen (17) years of service	6.16
From the seventeenth (17th) year anniversary date through completion of twenty-five (25) years of service	7.70
From the twenty-fifth (25th) year anniversary date through successive years of service	9.23

County Department Heads will establish vacation periods, schedules and vacation units based on their work requirements.

Vacation credits may be accumulated up to a maximum of twenty (20) vacation days (one hundred sixty (160) hours). An employee shall take his/her vacation during the anniversary period after which it was earned, except that he/she may place up to a maximum of twenty (20) earned days (one hundred sixty (160) hours) in a vacation bank.

Pay

Vacation pay shall be the regular straight-time rate of pay in effect for the employee's regular position at the time he/she takes his/her vacation.

Holidays

If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

Transfer to Other Department

If an employee is promoted or transferred to another County department, vacation credits will be transferred.

Resignation

An employee who resigns, retires or is laid off prior to taking his/her vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Leave of Absence

A leave of absence without pay or a resignation followed by reinstatement or rehire in the County services within one (1) year shall not constitute an interruption of service for the purposes of this provision; provided, however, that the period of leave without pay between resignation and termination, shall not be counted in determining vacation credits per year or rate per pay period.

Scheduling

The initial vacation sign-up period will be from January 1 through the last day February each year. Vacation requests submitted during the initial sign-up period will be granted based on bargaining unit seniority. After that date, available dates will be granted on a first come, first serve basis. If a week becomes open which had previously been selected during the sign-up period, that week shall be made available on a seniority basis. Approval of vacation requests submitted after the initial posting period, will be given in writing within three (3) weeks from the submission date; if such approval is not presented in writing, the vacation shall be considered denied. A copy of the vacation schedule will be posted on each unit and will be provided to the Chairperson of each department, no later than March 30th.

An employee who voluntarily transfers into a different vacation unit will have prior approved vacation granted, if possible and practical in the new unit. If it is not possible to grant said vacation, the employee accepting the transfer will forfeit his/her rights to those vacation days regardless of seniority. An involuntarily transferred employee will retain previously granted vacation time.

Thirty (30) days prior to the initial sign-up period, management will post the established groupings and scheduling protocol providing copies to New York State Nurses Association representatives. The Director of Nursing will meet, upon request, with NYSNA representatives in order to discuss the groupings and protocol.

At the Erie County Medical Center, during the period starting with the week of Memorial Day and including the week of Labor Day, and between the week including December 15 through the first week in January, vacations will be initially limited to a maximum length of two (2) weeks at a time (in order to give all employees an opportunity to have time off).

When these entitlements have been honored, any remaining additional "prime time" which remains open, will be granted on a rotating seniority basis to a maximum of one (1) week per employee, per rotation, until all remaining "prime time" are filled.

Part-Time Service

A full-time or regular part-time employee who reverts to part-time service for more than one (1) year and then returns to full-time or regular part-time status shall, upon returning to full-time service, begin to earn vacation credits at the rate of accrual enjoyed just prior to becoming part-time.

11.02 Holidays

The following holidays shall be observed by all employees in the bargaining unit as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Patriot's Day	Election Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If any of the aforementioned holidays falls on a Saturday, the County will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

If one (1) of the aforementioned holidays falls on an employee's regularly scheduled day off, such employee will receive eight (8) hours pay at the employee's regular compensation rate for said holiday.

Payment for hours worked on a holiday set forth herein shall be pursuant to section 8.01 (C) of this Agreement. Every effort will be made to distribute the taking of holidays on an equivalent basis.

An employee who is on sick leave the day before or after a holiday will be paid for the holiday.

Notwithstanding the conditions set forth in other portions of this section, employees in a County-operated facility who work a regular schedule of seven (7) days per week, shall celebrate the following holidays on the actual calendar date on which the holiday traditionally falls:

New Year's Day	Christmas Day
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11.03 Personal Leave

Full-time employees including temporary and provisional personnel will become eligible for and receive four (4) days (32 hours) personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.

Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum provided by this Agreement. Once an employee has reached the maximum sick leave accumulation allowed under Section 11.07 Sick Leave, unused personal leave shall go into an employee's vacation bank.

In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is

four (4) days, and three (3) working days in advance when the requested time is for three (3) days or less. There shall be no restrictions as to when this leave is to be taken unless stated in this section. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All the requests must receive the approval of the employee's immediate supervisor or department head and shall not be granted in less than one (1) hour units. Personal leave may be used in one (1) hour units, if staffing permits. In cases of personal emergency, when the above time limits have expired, the Employer will make an effort to find a replacement before invoking staffing needs as basis for denial.

In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

11.04 Bereavement Pay

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days inclusive of either the date of death or the date of the funeral. Bereavement days taken over the course of the weekend do not have to be made up for purposes of satisfying Article 6(G) Hours of Work.

11.05 Jury Duty Leave

On proof of the necessity of jury service or attending court for other than personal matters, a leave of absence with pay shall be granted to all employees.

Employees will not be required to report for work prior to or subsequent to the performance of their jury duty. Employees required to report for jury service or court will be assigned a Monday through Friday schedule on the employee's regular unit. The employee's work assignment may be switched to his/her regular assignment beginning the Monday following the conclusion of the employee's jury service or court appearance.

When an employee is assigned to the second shift on the day he/she performs jury duty, he/she is to be excused with pay for second shift assignment on that day.

When an employee is scheduled to work the third shift on the day he/she is to report for jury duty, such employee is to be excused with pay for such third shift assignment. Any portions of this section inconsistent with New York State Law shall be superceded by statute. The balance of this section will remain in full force and effect.

11.06 Emergency Closings

In the event the County Executive declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, power failure, uncontrollable weather conditions or other cause beyond the County's control, the resulting time off from work shall be treated as follows:

- A. If such declaration is prior to 8:00 a.m., the County shall endeavor to use radio and TV stations in the Buffalo area to announce such declaration. An

employee to whom such order applies shall charge one (1) day as set forth below.

- B. If such declaration is made during the affected employee's first three and one-half (3½) hours of actual work, the employee shall charge one-half (½) day (4 hours) as set forth below.
- C. If such declaration is made after the employee's first three and one-half (3½) hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.
- D. Chargeable time off pursuant to the above shall be to one of the following at the option of the employee, if available: compensatory time, personal leave, sick leave, vacation or leave without pay.
- E. For all employees, except ECMC and Erie County Home employees, in the event the County Executive or his designee declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, weather conditions or other cause beyond the County's control, the affected employees will not be charged any accruals or lose any pay for the time closed.

11.07 Sick Leave

All full-time permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the Employer at the rate of 4.62 hours per pay period. For purposes of calculating sick leave credits and charges, one (1) workday equals eight (8) hours. An employee may accumulate sick leave up to a maximum of 1720 hours/215 days.

Employees who use one (1) day or less sick leave in an anniversary year will receive an additional sick leave day on their anniversary date.

Temporary employees and provisional employees without permanent status will not earn sick leave credits until after the completion of six (6) months of continuous service.

Reasons for Granting Sick Leave

Sick leave with pay shall be granted by the County to an employee, when incapacitated or unable to perform the duties of his/her position by reason of:

- A. Sickness or injury;
- B. Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certification or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee may be required by the department head if there is reason to suspect abuse of this section. All requests for sick leave for serious family illness must be requested in writing and such request, including a doctor's affidavit if required, shall be filed with the Commissioner of Personnel or his/her designee and sick leave for this purpose shall be granted only with his/her approval;
- C. Quarantine regulations;

- D. Emergency medical or dental visits;
- E. Maternity;
- F. Doctor's appointments - Time off will be allowed to employees for doctor's appointments; however, such time off is limited to a total of twenty-four (24) hours per calendar year and shall require verification of the time and date of the visit(s).

Sick Leave Credits and Charges.

- A. A credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per pay period for each pay period during which the employee shall have been on a full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter ($1\frac{1}{4}$) working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing regular basis.
- B. Charges against sick leave credits due to employee usage shall be comparable to past procedures; e.g. where a full day was charged in the past, this will now be an eight (8) hour charge against the employee's sick leave balance; where a half ($\frac{1}{2}$) day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, charges against sick leave may not be made in units of less than one (1) hour. Requests for use of sick leave shall be submitted on the prescribed County form.

Extended Sick Leave

- A. An employee who has completed fifteen (15) years of continuous service may receive such additional sick leave with pay as may be recommended by the employee's department head and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of a period of five (5) months in addition to sick leave accumulated by such employee.
- B. Employees shall be eligible only once for the additional periods of sick leave granted in accordance with this provision.

Reporting Time

- A. In case of absences, the time for reporting absences shall be within the ten (10) hours immediately preceding the start of the shift but in no event less than one (1) hour prior to the actual start time of the shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his/her designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- B. Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- C. A certificate or affidavit, showing incapacity and inability of the employee to perform his/her duties issued by the attending physician, shall be filed with

the Commissioner of Personnel or his/her designee in case of absence of more than five (5) consecutive workdays. The Commissioner or his/her designee may check further on any illness regardless of certificate or affidavit.

- D. If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- E. If the proof submitted, in the judgment of the Commissioner of Personnel or his/her designee, does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the County has reasonable grounds to believe that an abuse of sick leave may exist, such employee, where practicable, will be notified of such suspected abuse and thereafter may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the Commissioner of Personnel or his/her designee before such abuse may be charged against the employee's accumulated sick leave balance. The Association will work cooperatively with the County to reduce and prevent abuses of sick leave.

Reinstatement of Sick Leave

When an employee is reinstated into the same position or reemployed in the County bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

Medical or Dental Visits

In the case of emergency which requires the employee to make visitations during his/her working hours, as shall be determined by the employee's department head or his/her designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his/her designee. Such absence may be deducted from accumulated sick leave in units of not less than one (1) hour.

Resignation or Retirement

Sick time taken after notice of resignation or retirement shall require a doctor's certificate or an equivalent amount of vacation time will be deducted.

11.08 Criminal Assault

In the event that an employee is necessarily absent from duty as a result of a criminal assault upon his/her person during the course and in the discharge of his/her job responsibilities and duties for the County resulting in an injury for which the New York State Workers' Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without use of any sick leave credits. Thereafter, he/she shall have all accrued sick leave benefits necessarily used during such absence restored upon his/her return to duty.

For the purposes of this Article and section, Criminal Assault shall be defined as a physical action taken against an employee by another person with deliberate intent to do bodily harm to the employee. If an injury occurs under the above conditions and the employee files legal charges, the physical action taken against the employee shall be considered criminal assault as defined herein regardless of the outcome of the adjudication of the charges filed.

11.09 Tuition Reimbursement

Effective beginning spring semester of 2003 the following shall be made available for tuition reimbursement each year:

ECMC	\$25,000
Health Department	\$ 5,000
Home	\$ 5,000

Procedures for reimbursement shall be established by the parties prior to implementation. The parties shall begin this discussion within thirty (30) days of ratification.

12. LEAVE OF ABSENCE WITHOUT PAY

12.01 Eligibility

Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.

12.02 Application for Leave Without Pay

Application for leave of absence without pay, for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form with the head of the employee's department or his/her designee. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the head of the department or his/her designee, the application shall be submitted to the Commissioner of Personnel, and leave of absence shall be granted only when finally approved by the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same department.

12.03 Child Care Leave

A. Leave

The Commissioner of Personnel or his/her designee shall grant pregnant employees a leave of absence without pay, upon competent medical proof that such employee is unable to perform her regular duties for the period of such disability, not to exceed one (1) year in duration. For these purposes, the Commissioner of Personnel or his/her designee may require suitable medical evidence from the employee's physician at such employee's expense and/or may require that the employee be examined by a physician chosen by the County at the County's expense.

B. Sick Leave and Vacation Leave

Employees granted maternity leave pursuant to this section shall be permitted to reduce the amount of leave without pay by the use of any and all accumulated sick leave and vacation leave credits as may be available to them.

C. Extension

At the request of the employee, and after receiving the recommendation of her department head, the Commissioner of Personnel or his/her designee may grant extensions of such leave of absence in accordance with this section.

- D. Following her maternity disability period, an employee shall be granted a three (3) month family leave of absence. Such leave must be requested from the department head, in writing, at least two (2) weeks prior to the end of the disability period. The two (2) week notification requirement shall be waived in cases of emergency.

E. Child Care Leave

A leave of absence without pay for the purposes of child rearing, necessitated by children residing with the employee, shall be granted for a period of up to six (6) months. Once granted, such leave may not be extended and will be granted only twice during an individual's term of employment, regardless of the time used during such leave of absence. The cumulative total time off for one (1) or both leaves shall not exceed six (6) months. Such leaves must be presented in writing to the department head at least thirty (30) calendar days in advance of the commencement of the child-rearing leave.

An employee on a child-rearing leave will notify the department head of his/her intention to return to work at least thirty (30) calendar days prior to the expiration of the leave of absence.

An employee returning to work after a child-rearing leave shall return to the same position in the same department the employee left, if available, and shall be returned to the same step the employee occupied when the leave commenced.

It is further agreed that any employee to be eligible for child-rearing leave must exhaust all accumulated leave time except sick leave prior to commencing such leave of absence. Upon return to work from the leave, all sick leave credits, as well as other contractual rights which were accumulated or effective on the commencement date of the leave, shall be restored on the date the employee returns to work.

12.04 Leave Because of Extended Illness

When an employee has exhausted all of his/her sick leave credits and is still incapacitated and unable to perform the duties of his/her position, the department head or his/her designee may in his/her sole discretion grant leave of absence without pay for a period not to exceed one (1) year, subject to extension pursuant to County Civil Service Rules as amended from time to time. Such decision shall not be arbitrary or capricious.

12.05 Leave for War Work

A permanent employee may, in the sole discretion of the department head, be granted a leave of absence without pay for a period of time, not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the sole discretion of the department head or his/her designee, and with the approval of the

Commissioner of Personnel, may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his/her position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

12.06 Leave for Education Purposes

- A. On the approval of the department head or his/her designee, permanent employees may be granted leave of absence without pay for a period of one and one-half (1½) years for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his/her position.
- B. An additional leave of absence without pay of not more than one (1) year may be granted by the department head, work permitting.

12.07 Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education or training or vocational rehabilitation, provided that the attendance of a veteran is required at times that will preclude employment in his/her County position. Such leave of absence shall not extend beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated in his/her position, provided he/she makes application for such reinstatement within sixty (60) days after the termination of such leave of absence. He/she may be reinstated at any time after such sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the department head.

12.08 Leave of Absence to Service in Another Position in the County Service

Leave of absence without pay may be granted by the department head or his/her designee to a permanent employee in the competitive class to enable such employee to serve temporarily or provisionally in another position in the classified service in the County.

12.09 Leave of Absence to Accept Employment Outside the County Service

Leave of absence shall not be granted to an employee to accept employment outside the County service except for leaves of absence granted under the provision of section 12.11.

12.10 Adoption Leave

If an employee covered under this Agreement adopts a child, the Employer agrees to give a maximum one (1) year leave of absence as required by State Law.

12.11 Leave of Absence for Civic Purposes

Employees may be granted a leave of absence for one (1) year or the complete term of a duly elected political office. Such leave is to begin from the first date in office.

12.12 Leave of Absence: School-Based Program - Health Department

Employees assigned to the school-based program may be granted summer leaves of absence for up to three (3) months.

12.13 Leave for Other Reasons

Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the department head or his/her designee only in unusual circumstances, which in his/her judgment justifies the granting of such leave. Requests for such leave and the recommendation of the department head shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

13. GRIEVANCES AND ARBITRATION

13.01 General

- A. It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or operation of this Agreement.
- B. The Association representative shall be permitted to participate in the activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded from the grievance procedure involving the unit covered by this Agreement.

13.02 Definitions

- A. "Grievance" shall mean any claimed violation, interpretation, or inequitable application of this Agreement, and any County rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter involving any employee's rate of compensation except merit increment increases, retirement benefits, disciplinary proceedings, Rules for the Classified Civil Service of the County of Erie, or any other matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law as it applies to employees covered by section 75 of the Civil Service Law.
- B. "Grievant" is an employee who has a grievance. However, if the grievance involves all (or substantially all) of the employees in the bargaining unit or in a division of that unit, the grievant may be the Association. When the grievant is the Association, the grievance shall be moved directly to Step 2.
- C. "Day" refers to a calendar day and not workday.
- D. "Workday" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

13.03 Rights of the Parties

- A. The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by the other party at an arbitration hearing at least five (5) working days in advance of such hearing.
- B. The Council Chairperson shall receive a copy of any written grievance and any decision rendered in the grievance procedure.
- C. The County, Association and/or grievant shall have the right to submit briefs to support or refute allegations of any party.
- D. The Association may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing to the Association's Latham office.
- E. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the County to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon notice to the County.
- F. The grievant covered by the terms of this Agreement shall have the right, if he/she so desires, to be represented by an Association representative at any step of the grievance procedure subject to the provisions contained in section 13.01 above.
- G. The Association's designated representative referred to in section 13.03 (F) shall suffer no loss of compensation while attending any meeting in the steps of the Grievance or Arbitration Procedure.

13.04 Grievance Procedure

Step 1

The employee aggrieved shall present his/her grievance in writing, in a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement and the relief sought to the employee's Director of Nursing (or designee) within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee, the Director of Nursing (or designee), if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within ten (10) days after receiving such written request. The Director of Nursing (or designee) shall render a decision in writing within ten (10) working days of the receipt of the grievance or date of hearing, whichever is later.

Step 2

If the employee is not satisfied with the disposition of the grievance at the preceding step, it is agreed (a) that the employee may appeal the grievance within ten (10) working days of the Director of Nursing's decision in Step 1 to be considered by the County Labor Relations Committee and the Association Committee; (b) that there shall be a regularly scheduled monthly meeting

between the Association Committee and the County Labor Relations Committee on the first Tuesday of each month; (c) that such grievance or grievances will be submitted to the Director of Labor Relations of the County by the Association at least ten (10) days before the scheduled meeting reflecting such grievances which the Association desires to be considered at the meeting; (d) that the Association Committee (as above mentioned) will consist of no more than four (4) representatives designated by NYSNA, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County. A written disposition shall be given by the County Labor Relations Committee within ten (10) days of such meeting.

13.05 Arbitration Procedure

- A. If the Association Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee at such second step meeting, such decision may be appealed to arbitration within fifteen (15) working days of the disposition.
- B. The arbitrator may be selected by mutual agreement between the parties.
- C. In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of the names of five (5) arbitrators from the American Arbitration Association. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.
- D. The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
- E. The cost of any arbitration hearing will be borne equally by the parties to this Agreement.
- F. The decision of the arbitrator shall be final and binding on both parties.

14. DISCIPLINE AND UNSATISFACTORY WORK PERFORMANCE

14.01 Discharge and Discipline

- A. The County shall not exercise its right to discharge or otherwise discipline an employee without just cause. Other penalties including written warnings shall not be issued without just cause.
- B. The County shall have the right to discharge or otherwise discipline an employee for unsatisfactory work performance when for just cause. Disciplinary action or measure shall include only Oral Reprimand, Written Reprimand, Suspension or Discharge. All records of oral or written reprimands will be removed from any employee's personnel file after two (2) years.

14.02 Procedure

- A. The County will notify in writing to the General Representative of the Association at 4560 Bailey Avenue, Amherst, New York 14226, within three

(3) working days after it discharges or suspends an employee under this Article, and the reasons thereof, by registered mail.

- B. If the County has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.
- C. If the employee is to be sent home because of a disciplinary suspension or discharge, the Local Representative or his/her designee shall be called in.
- D. The employee shall be entitled to Association representation upon request.

14.03 Disputes as to Discipline

- A. The Association shall have the right to take up a suspension and/or discharge as a grievance at Step 1 of the grievance procedure, and the matter shall be handled through the arbitration step, if deemed necessary by either party.
- B. The parties agree that the sole and exclusive procedure for the settlement of disputes as to discipline shall be through the grievance procedure as outlined in section 14.03 (A).

14.04 Private Hearing

Upon application by the employee involved and/or the Association, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

14.05 Reinstatement and/or Back Pay

An employee found to be unjustly suspended or discharged, or that his/her penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.

15. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the County; to determine the facilities, methods, means and number of personnel for the conduct of the County programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or re-allocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

16. NO STRIKE CLAUSE

The Association recognizes the status of the County employees as "public employees," and the provisions of law applicable thereto.

The Association shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Association shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

17. PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, veterans' status or handicap. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- C. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

18. EQUAL OPPORTUNITIES

The Employer and the Association realize a responsibility to promote and provide equal opportunities for employment. It shall be the positive and continuing policy of the Employer and the Association to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin or age.

19. GENERAL PROVISIONS

19.01 Employee Health Examinations

- A. The Employer agrees to provide at no expense to the employee, the required medical examinations, immunizations and tests as required by Title 10, Chapter V of the State Hospital Code. The employee may elect to have a physician or facility other than the Employer perform such examinations, but at no expense to the County of Erie.
- B. An employee returning to work after an absence of thirty (30) consecutive calendar days will be required to have a health examination, provided by Employer. Part-time employees in the school health program after returning from the summer leave shall be scheduled for their County physical during their scheduled work time.
- C. Examinations may be required by the employee's department head for an employee returning from an illness of less than thirty (30) days.

19.02 Labor Management Committee

The Administration of the Erie County Medical Center, Home and the Public Health Department will meet with the Local Chairperson and two (2) other County employee representatives on a monthly basis to discuss matters of mutual interest.

The three (3) departmental Association representatives referred to above shall give sufficient advance notice to their immediate supervisor they are leaving their work area to attend the Department's Labor Management meeting and will sign out and sign in.

Agenda items to be discussed will be submitted by the Association and the Administration to the Labor Management Committee seven (7) calendar days before such meeting.

A representative of the Association and/or Division of Labor Relations will attend the meetings if so requested by either side.

19.03 Parking Facilities

The County will provide parking space for employees using their personal cars, while conducting essential County business, where physically possible on County property.

19.04 Notification of Employees

Every three (3) months during the duration of this Agreement, the County will furnish the New York State Nurses Association, Latham office, a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, department, classification title and social security number.

It is understood that it is the obligation of an employee to notify the County immediately of any change of address, phone number, name and marital status. Failure to do so may result in disciplinary action taken against the employee.

19.05 Travel Policies

The policies and procedures governing travel expenses for employees conducting official County business are reflected in the Rules and Regulations issued by and on file in the Division of Budget and Management as amended from time to time with a copy and any amendments to be sent to the Association's Guilderland office.

19.06 Employee Safety and Health

The County will observe all applicable health and safety laws and regulations.

The County will take all steps practical to protect employee safety and health.

19.07 Uniforms

In work areas where the employees are provided scrub uniforms, the scrub uniforms shall be returned in a timely fashion from the laundry. Each employee shall be provided a minimum of one (1) clean uniform each workday.

19.08 On-The-Job Disability

The Employer will comply with the New York State Workers' Compensation Statutes. An employee who is certified by a physician to be not capable of performing the regular duties he or she was performing when the disability began, because of an on-the-job injury, will be allowed to return to lighter work, if available, at no reduction in pay until complete recovery when he/she will be allowed to return to his or her previous job in the same shift and unit/program.

19.09 On-The-Job Injuries

Employees who incur an injury on the job during their regular shift and must report to the Emergency Department or other treatment area because of this injury, will be paid while in the Emergency Department or other treatment area - only up to the end of their regular shift. Time spent in the Emergency Department or other treatment area after their regular working hours will remain unpaid.

20. SAVINGS CLAUSE

This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation, or the final decision of any federal or New York court or administrative agency, affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

21. TERMINATION AND MODIFICATION

Unless otherwise specified, the provisions of this Agreement shall be effective as of the date of its execution and shall remain in full force and effect through the 31st day of December, 2003. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to this Agreement's termination date that it desires to modify, alter or amend this Agreement.

22. PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT


The County shall pay the Association the current cost of producing the collective bargaining agreement for each copy of the agreement ordered by the Division of Labor Relations. The Association shall present a per copy cost calculation to the Division of Labor Relations as soon as it is available.

23. EXECUTION

Signed by Employer and Association.

THE COUNTY OF ERIE

By

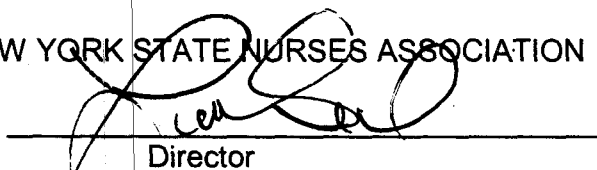


Title by Carl J. Calabrese
Deputy CE

Date May 14, 2003

NEW YORK STATE NURSES ASSOCIATION

By



Director

Title Economic and General Welfare Program

Date 3-25-03

WMC/maw
12/30/02

Approved as to form
Kathleen E. O'Hara
Assistant County Attorney

APPENDICES AGREEMENT SIGNATURE PAGE

Erie County and New York State Nurses Association agree to add the following appendices to the collective bargaining agreement between the parties that expires on December 31, 2003.

Appendix "A"	NYSNA Title Listings
Appendix "B"	Dues Deduction Form
Appendix "C"	NYSNA Salary Scale: 7/1/01-6/30/02
Appendix "D"	NYSNA Salary Scale: 7/1/02-12/31/03
Appendix "E"	Memorandum of Agreement: Deferred Annuity Plan
Appendix "F"	Memorandum of Agreement: Health Department (In-Service Training)
Appendix "G"	Memorandum of Agreement: Forty-four (44) Week Positions in the County Department of Health, School Health Program
Appendix "H"	Memorandum of Agreement: Ten, Twelve and Thirteen Hour Shifts
Appendix "I"	Memorandum of Agreement: On-Call Agreement in Erie County Health Department
Appendix "J"	Memorandum of Agreement: On-Call Agreement in the Erie County Medical Center Operating Room (OR)
Appendix "K"	Memorandum of Agreement: On-Call Agreement in the Erie County Medical Center Recovery Room (RR)
Appendix "L"	Memorandum of Agreement: Registered Nurse On-Call Coverage - CAPD
Appendix "M"	Memorandum of Agreement: Registered Nurse On-Call Coverage - Hemodialysis
Appendix "N"	Memorandum of Agreement: School Health Program, Summer Furlough
Appendix "O"	Memorandum of Agreement: Individual Overtime Agreement
Appendix "P"	Lateral Transfers - General Areas for ECH and ECHD
Appendix "Q"	Memorandum of Agreement: Per Diem CRNA Positions Requirements
Appendix "R"	Memorandum of Agreement: Nurse Anesthetist Call Schedule
Appendix "S"	Memorandum of Agreement: Per Diem Registered Nurse Agreement
Appendix "T"	Memorandum of Agreement: Employee Smoking Shelter

Appendix "U" Memorandum of Agreement: Agency Registered Nurse Pilot Program

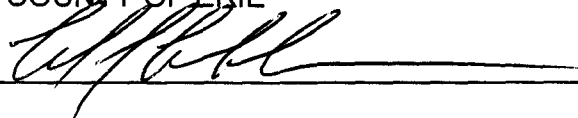
Appendix "V" Memorandum of Agreement: 9.01 (B) Health Insurance

Signature below indicates agreement to incorporate the appendices set forth above into the collective bargaining agreement.

Signed by Employer and Association.

THE COUNTY OF ERIE

By

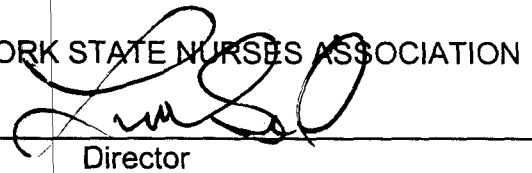


Title by Carl J. Calabrese
Deputy CE

Date May 14, 2003

NEW YORK STATE NURSES ASSOCIATION

By


Director

Title Economic and General Welfare Program

Date 3.25.03

*Approved as to form
F. J. O'Hara
Assistant County Attorney*

APPENDIX "A"

ANESTHETIST (CRNA)	N8
ANESTHETIST PT (CRNA)	N8
ASST HEAD NURSE	N2
ASST SUPVG P H NURSE	N3
CHARGE NURSE	N2
CHARGE NURSE PART-TIME	N2
CHARGE NURSE RPT	N2
CLINICAL TEACHER RPT	N4
CLINICAL TEACHER	N4
COOR. MATER. NURSE	N6
COORDINATOR, RN TRAINING PROGRAM (RPT)	N4
CRD. REPROD HEALTH NURSE	N5
EMPLOYEE HEALTH NURSE	N3
GENERAL DUTY NURSE PART-TIME	N1
GENERAL DUTY NURSE RPT	N1
GENERAL DUTY NURSE	N1
HEAD NURSE	N3
HEAD NURSE DET	N2
HEAD NURSE RPT	N3
HIV TRAIN CRD	N3
INSERV EDUC COORD	N4
INVESTIGATOR MED AF	N3
NURSE CLIN PSY CAH RPT	N4
NURSE CLIN CARDIOVAS	N4
NURCLIN PSY (RPT)	N4
NURSING CARE COORDINATOR - OPERATING ROOM	N5
NURS CAR CRD OP RM	N5
NURS CAR CRD QI	N5
NURS CARE CRD EMER	N5
NURS CARE CRD PSY	N5
NURS CARE CRD RENAL	N5
NURSE CARE CRD RPT	N5
NURSE CARE CRD TR SR	N5
NURSE CLIN SURG	N4
NURS INS INST ECMC	N3
NURS INS INST PSY	N3
NURS TEAM LDER	N3
NURS TEAM LDR SNF PENDING JURIS CLASS	N3
NURSE CASE MGR.	N4
NURSE CASE MGR. AG	N4
NURSE CLIN AID CTR	N4
NURSE CLIN BR TR	N4
NURSE CLIN CRD SUR	N4
NURSE CLIN ENDOCRIN	N4
NURSE CLIN INF DIS	N4

NURSE CLIN RENAL		N4
NURSE CLIN SURG IN/CARE		N4
NURSE CLINICIAN PSYC		N4
NURSE COORD LEAD PPP		N5
NURSE PRACT ECMC		N4
NURSE PRACT ECMC RPT		N4
NURSE PRACT.		N3
NURSE RECRUITER		N4
NURSING CARE COORD		N5
NURSING SUPV ECH		N4
PUB HLTH NURSE PART-TIME		N2
PUB HTH NURSE RPT		N2
PUBLIC HEALTH NURSE		N2
PUBLIC HEALTH NURSE COORDINATOR		N4
PUBLIC HLTH NURS SPAN		N2
QUAL ASSUR COORDINATOR		N4
REGISTERED NURSE		N1
REGISTERED NURSE PART-TIME		N1
REGISTERED NURSE PT (HLTH)		N1
REGISTERED NURSE RPT		N1
SR. NURSE PRACT PART-TIME		N4
SR. NURSE PRACT RPT		N4
SR. NURSE PRACTITIONER		N4
STAFF DEV SP LTC		N5
STAFF DEV SPEC		N5
SUPVG PUB HLTH NURSE		N4
UTILIZ REVIEW NURSE		N1

APPENDIX "B"

Name: _____
(Please print) Last First Middle

Address: _____
Street and number or post office box

_____ City State Zip

Social Security Number: _____

THE NEW YORK STATE NURSES ASSOCIATION DUES ASSIGNMENT AND DEDUCTION AUTHORIZATION

Pursuant to applicable law, I assign the New York State Nurses Association from my compensation as an employee of

(herein called "my employer") \$_____ (or such different amount as the Association may certify to my employer) per month, as membership dues in the Association; and I authorize and direct my employer to withhold this sum from the first compensation due me each month and remit it to the Association by the 10th of the following month.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date, or up to the termination date of the current collective bargaining agreement between my employer and the Association, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the thirty-day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the Association, which must be delivered within such thirty-day period.

This assignment and authorization are effective at once.

_____ Date _____ Employee Signature

If you are represented for collective bargaining by NYSNA, please note: "You have a right to be or stay a non-member and pay an agency fee equivalent to dues. As a non-member, you are entitled to object to paying for activities unrelated to the Association's duties as a bargaining agent and to obtain a reduction in fees for such activities. Contact NYSNA for a copy of this procedure."

APPENDIX "C"

Erie County Medical Center and Home 7/1/01 - 6/30/02										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N1	33,960 1306.16 16,327	35,905 1380.96 17,262	37,798 1453.76 18,172	39,713 1527.44 19,093	41,623 1600.88 20,011	43,668 1679.52 20,994	44,666 1717.92 21,474	45,683 1757.04 21,963	47,052 1809.68 22,621	48,464 1864.00 23,300
N2	36,487 1403.36 17,542	38,636 1486.00 18,575	40,785 1568.64 19,608	42,925 1650.96 20,637	45,074 1733.60 21,670	47,293 1818.96 22,737	48,404 1861.68 23,271	49,496 1903.68 23,796	50,979 1960.72 24,509	52,508 2019.52 25,244
N3	39,168 1506.48 18,831	41,506 1596.40 19,955	43,840 1686.16 21,077	46,178 1776.08 22,201	48,528 1866.48 23,331	50,941 1959.28 24,491	52,137 2005.28 25,066	53,344 2051.68 25,646	54,941 2113.12 26,414	56,588 2176.48 27,206
N4	43,285 1664.80 20,810	45,810 1761.92 22,024	48,348 1859.52 23,244	50,868 1956.48 24,456	53,404 2054.00 25,675	56,039 2155.36 26,942	57,333 2205.12 27,564	58,625 2254.80 28,185	60,387 2322.56 29,032	62,196 2392.16 29,902
N5	46,396 1784.48 22,306	49,196 1892.16 23,652	52,010 2000.40 25,005	54,800 2107.68 26,346	57,604 2215.52 27,694	60,480 2326.16 29,077	61,913 2381.28 29,766	63,351 2436.56 30,457	65,252 2509.68 31,371	67,207 2584.88 32,311
N6	50,775 1952.88 24,411	53,839 2070.72 25,884	56,923 2189.36 27,367	59,996 2307.52 28,844	63,055 2425.20 30,315	66,215 2546.72 31,834	67,793 2607.44 32,593	69,374 2668.24 33,353	71,458 2748.40 34,355	73,601 2830.80 35,385
N7	56,772 2183.52 27,294	60,189 2314.96 28,937	63,669 2448.80 30,610	67,113 2581.28 32,266	70,564 2714.00 33,925	74,102 2850.08 35,626	75,880 2918.48 36,481	77,655 2986.72 37,334	79,984 3076.32 38,454	82,387 3168.72 39,609
N8	66,023 2539.36 31,742	66,872 2572.00 32,150	70,720 2720.00 34,000	74,578 2868.40 35,855	78,435 3016.72 37,709	82,368 3168.00 39,600	84,338 3243.76 40,547	86,316 3319.84 41,498	88,901 3419.28 42,741	91,570 3521.92 44,024

ALL OTHERS – WAGE SCALE 7/1/01 – 6/30/02								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
N1	32,313 1242.80 15,535 34,728 1335.68 16,696	34,141 1313.12 16,414 36,770 1414.24 17,678	35,978 1383.76 17,297 38,819 1493.04 18,663	37,792 1453.52 18,169 40,849 1571.12 19,639	39,607 1523.36 19,042 42,892 1649.68 20,621	41,558 1598.40 19,980 45,011 1731.20 21,640	42,513 1635.12 20,439 46,068 1771.84 22,148	43,474 1672.08 20,901 47,102 1811.60 22,645
N2								
N3	37,276 1433.68 17,921 41,194 1584.40 19,805	39,510 1519.60 18,995 43,599 1676.88 20,961	41,725 1604.80 20,060 46,012 1769.68 22,121	43,940 1690.00 21,125 48,408 1861.84 23,273	46,178 1776.08 22,201 50,823 1954.72 24,434	48,481 1864.64 23,308 53,327 2051.04 25,638	49,610 1908.08 23,851 54,565 2098.64 26,233	50,764 1952.48 24,406 55,796 2146.00 26,825
N4								
N5	44,158 1698.40 21,230 48,320 1858.48 23,231	46,817 1800.64 22,508 51,235 1970.56 24,632	49,500 1903.84 23,798 54,165 2083.28 26,041	52,156 2006.00 25,075 57,092 2195.84 27,448	54,814 2108.24 26,353 60,010 2308.08 28,851	57,562 2213.92 27,674 63,014 2423.60 30,295	58,920 2266.16 28,327 64,515 2481.36 31,017	60,289 2318.80 28,985 66,023 2539.36 31,742
N6								
N7	54,026 2077.92 25,974	57,312 2204.32 27,554	60,586 2330.24 29,128	63,864 2456.32 30,704	67,157 2582.96 32,287	70,512 2712.00 33,900	72,209 2777.28 34,716	73,904 2842.48 35,531

APPENDIX "D"

Erie County Medical Center and Home 7/1/02 - 12/31/03										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N1	35,658 1371.46 17.14	37,700 1450.01 18.13	39,688 1526.46 19.08	41,699 1603.79 20.05	43,704 1680.93 21.01	45,851 1763.52 22.04	46,899 1803.82 22.55	47,967 1844.89 23.06	49,405 1900.18 23.75	50,887 1957.20 24.47
N2	38,311 1473.51 18.42	40,568 1560.30 19.50	42,824 1647.09 20.59	45,071 1733.51 21.67	47,328 1820.30 22.75	49,658 1909.91 23.87	50,824 1954.78 24.43	51,971 1998.88 24.99	53,528 2058.77 25.73	55,133 2120.52 26.51
N3	41,126 1581.78 19.77	43,581 1676.20 20.95	46,032 1770.46 22.13	48,487 1864.88 23.31	50,954 1959.78 24.50	53,488 2057.23 25.72	54,744 2105.53 26.32	56,011 2154.28 26.93	57,688 2218.77 27.73	59,417 2285.28 28.57
N4	45,449 1748.05 21.85	48,101 1850.02 23.13	50,765 1952.52 24.41	53,411 2054.28 25.68	56,074 2156.70 26.96	58,841 2263.11 28.29	60,200 2315.37 28.94	61,556 2367.55 29.59	63,406 2438.71 30.48	65,306 2511.76 31.40
N5	48,716 1873.68 23.42	51,656 1986.76 24.83	54,611 2100.40 26.26	57,540 2213.08 27.66	60,484 2326.32 29.08	63,504 2442.46 30.53	65,009 2500.33 31.25	66,519 2558.41 31.98	68,515 2635.18 32.94	70,567 2714.13 33.93
N6	53,314 2050.53 25.63	56,531 2174.27 27.18	59,769 2298.81 28.74	62,996 2422.92 30.29	66,208 2546.45 31.83	69,526 2674.07 33.43	71,183 2737.79 34.22	72,843 2801.64 35.02	75,031 2885.80 36.07	77,281 2972.35 37.15
N7	59,611 2292.72 28.66	63,198 2430.71 30.38	66,852 2571.25 32.14	70,469 2710.33 33.88	74,092 2849.70 35.62	77,807 2992.58 37.41	79,674 3064.38 38.30	81,538 3136.07 39.20	83,983 3230.12 40.38	86,506 3327.17 41.59
N8	69,324 2666.31 33.33	70,216 2700.60 33.76	74,256 2856.00 35.70	78,307 3011.80 37.65	82,357 3167.57 39.59	86,486 3326.40 41.58	88,555 3405.96 42.57	90,632 3485.84 43.57	93,346 3590.23 44.88	96,149 3698.02 46.23

ALL OTHERS – WAGE SCALE 7/1/02 – 12/31/03										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
N1	33,929 1304.95 16.31	35,848 1378.77 17.23	37,777 1452.96 18.16	39,682 1526.22 19.08	41,587 1599.51 19.99	43,636 1678.30 20.98	44,639 1716.87 21.46	45,648 1755.68 21.95	47,017 1808.35 22.60	48,428 1862.60 23.28
N2	36,464 1402.48 17.53	38,609 1484.94 18.56	40,760 1567.69 19.60	42,891 1649.67 20.62	45,037 1732.18 21.65	47,262 1817.75 22.72	48,371 1860.44 23.26	49,457 1902.20 23.78	50,941 1959.26 24.49	52,469 2018.04 25.23
N3	39,140 1505.38 18.82	41,486 1595.60 19.94	43,811 1685.05 21.06	46,137 1774.50 22.18	48,487 1864.88 23.31	50,905 1957.89 24.47	52,091 2003.48 25.04	53,302 2050.08 25.63	54,901 2111.59 26.39	56,548 2174.93 27.19
N4	43,254 1663.60 20.80	45,779 1760.73 22.01	48,313 1858.18 23.23	50,828 1954.94 24.44	53,364 2052.47 25.66	55,993 2153.59 26.92	57,293 2203.59 27.54	58,586 2253.30 28.17	60,343 2320.90 29.01	62,154 2390.53 29.88
N5	46,366 1783.30 22.29	49,158 1890.69 23.63	51,975 1999.04 24.99	54,764 2106.30 26.33	57,555 2213.64 27.67	60,440 2324.62 29.06	61,866 2379.46 29.74	63,303 2434.75 30.43	65,203 2507.79 31.35	67,159 2583.02 32.29
N6	50,736 1951.38 24.39	53,797 2069.11 25.86	56,873 2187.43 27.34	59,947 2305.64 28.82	63,011 2423.48 30.29	66,165 2544.80 31.81	67,741 2605.41 32.57	69,324 2666.31 33.33	71,404 2746.30 34.33	73,546 2828.69 35.36
N7	56,727 2181.82 27.27	60,178 2314.52 28.93	63,615 2446.74 30.58	67,057 2579.12 32.24	70,515 2712.11 33.90	74,038 2847.60 35.60	75,819 2916.13 36.45	77,599 2984.58 37.31	79,927 3074.12 38.43	82,325 3166.35 39.58

APPENDIX "E"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Deferred Annuity Plan)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

It is hereby agreed and understood that the County of Erie shall provide a payroll deduction column for NYSNA employees who elect to enter a Deferred Annuity Plan.

It is further agreed and understood that the County of Erie shall negotiate with the NYSNA concerning the selection of a provider for such a plan immediately following the date that the final rules and regulations are approved by the Deferred Compensation Board and as soon as localities can legally implement such a Deferred Compensation Plan.

APPENDIX "F"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(In-Service Training)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

It is hereby agreed between the NYSNA and the County of Erie that the Erie County Health Department shall each year, beginning with the 1987 budget year, request at least \$5,000 annually, through the budget process. If granted, such amount shall be used for the purposes of in-service training in areas to be determined by the employer.

APPENDIX "G"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Forty-four (44) Week Positions in the County Department of Health, School Health Program)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

It is hereby stipulated and understood by and between the County of Erie (hereinafter referred to as "County") and the New York State Nurses Association (hereinafter referred to as "Association") that the following terms and conditions of employment are understood for Association employees serving in the forty-four (44) week positions in the County Department of Health, School Health Program:

1. The period of furlough, eight (8) weeks, commences on the Friday (at the close of business) following the last day of school.
2. The County will pay, for each "forty-four (44) week employee" (hereinafter referred to as "Employee"), their Blue Cross/Blue Shield premium or its monetary equivalent to one of the two recognized health maintenance organizations for the month of July.
3. Each Employee shall continue to receive thirty-two (32) hours of Personal Leave annually.
4. Each Employee shall earn sick leave at the rate of 4.62 hours per pay period for each pay period during which the Employee shall be on a full pay status for at least fifty percent (50%) of the working days of the pay period.
5. Each Employee shall earn at his/her appropriate rate (as specified in Article 11, section 11.01 of the current Collective Bargaining Agreement) of vacation credits for each month he/she is in a compensable pay status for ten (10) or more working days.
6. Each Employee's "Continuous Service" credits shall be recognized as twelve (12) months even though there is an eight (8) week furlough.

The stipulations of this Memorandum of Agreement are in effect until the stipulations are revised mutually by the parties.

APPENDIX "H"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Ten and Twelve Hour Shifts)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

It is agreed by and between the County of Erie and the Association that if the Director of Nursing of a County department determines the need for variable work hours, they may be instituted. All current employees who work in the effected areas will be offered an opportunity to participate in the variable (flexible) work schedules being used in their work areas, as long as patient care requirements are met.

The following articles of the current agreement will be amended as follows:

6. Hours of Work.

- A. A normal workday shall not exceed twelve (12) consecutive hours or ten (10) consecutive hours in any twenty-four (24) hour period. The normal workweek shall not exceed forty (40) hours for 10-hour employees. The normal pay period will not exceed eighty (80) hours for 12-hour employees.
- C. Employees will be assigned a thirty (30) minute break period. Employees will receive twenty-four (24) hours of mealtime on their anniversary date for nine (9) or more months of not receiving a one (1) hour lunch period. The meal time shall be used in accordance with the buy back plan set forth in Appendix "C".

8.01 Overtime

Ten (10) Hour Employees: All work over forty (40) hours in a week or ten (10) hours in a day performing direct patient care and related activities shall be paid two (2) times such employees' straight time hourly rate, plus shift differential

Exceptions to the overtime premium of double time include:

- 1. Time pent in meetings and educational programs;
- 2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over forty (40) hours in a week or ten (10) hours in a day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

Twelve (12) Hour Employees: All work over eighty (80) hours in a pay period or over twelve (12) hours on a 12-hour day or over eight (8) hours on a scheduled 8-hour day performing direct patient care and related activities will be paid at two (2) times such employees' straight time hourly rate, plus shift differential.

Exceptions to the overtime premium of double time include:

1. Time spent in meetings and educational programs;
2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over eighty (80) hours in a pay period or over twelve (12) hours on a 12-hour day or over eight (8) hours on a scheduled 8-hour day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

10.01 Shift Differential Pay

Twelve (12) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3-11 or 11-7 shifts.

Ten (10) Hour Employees: When an employee's shift causes him/her to work four (4) or more hours beyond the traditional shifts in the work area, the employee shall be paid the higher differential rate for the entire shift.

11.01 Vacations

Vacation time will be deducted from accumulated time in twelve (12) hour increments for each day, and six (6) hour increments for a half (½) day for twelve (12) hour shift employees; in ten (10) hour increments for each day, and five (5) hour increments for a half (½) day for ten (10) hour shift employees.

11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in twelve (12) hour increments for a day and six (6) hour increments for a half (½) day for twelve (12) hour shift employees; in ten (10) hour increments for a day and five (5) hour increments for a half (½) day for ten (10) hour shift employees. The remaining hours which do not equal a day may be taken at the employee's option.

11.07 Sick Leave

Sick leave will be deducted from accumulated time in twelve (12) hour amounts for a day, and six (6) hour amounts for a half (½) day for twelve (12) hour employees and ten (10) hours for full time and five (5) hours for a half (½) day for ten (10) hour employees.

Use of sick time may not be in amounts of less than one (1) hour.

THIRTEEN HOUR SHIFT

6. Hours of Work.

- A. A normal workday shall not exceed thirteen (13) consecutive hours in any twenty-four (24) hour period. The normal work period shall not exceed seventy-eight (78) hours in a two (2) week pay period.
- C. Employees will be assigned a thirty (30) minute break period.
- D. All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hours of work.

8.01 Overtime

Thirteen (13) Hour Employees. All work over seventy-eight (78) hours in a pay period or over thirteen (13) hours in a day shall be paid at two (2) times such employees' straight time hourly rate, plus shift differential.

Exceptions to the overtime premium of double time include:

- 1. Time spent in meetings and educational programs;
- 2. The first hour worked beyond the end of a shift. However, once an employee works more than one (1) hour of overtime beyond the end of a shift the individual will be paid at double time for all overtime hours worked back to the moment overtime began.

All employees who work over seventy-eight (78) hours in a pay period or over thirteen (13) hours on a 13-hour day or over eight (8) hours on a scheduled 8-hour day, and such hours do not qualify for double time, shall be paid at time and one-half (1½) times the employee's straight hourly rate, plus shift differential for all such hours.

10.01 Shift Differential Pay

Thirteen (13) Hour Employees: Shift differential will be paid at the prevailing rate for all hours worked that fall during the 3-11 or 11-7 shifts.

11.01 Vacations

Vacation time will be deducted from accumulated time in thirteen (13) hour increments for each day, and six and one-half (6½) hour increments for a half (½) day.

11.03 Personal Leave

Personal leave will be deducted from the thirty-two (32) hour annual allowance in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

11.07 Sick Leave

Sick leave will be deducted from accumulated time in thirteen (13) hour increments for a day and six and one-half (6½) hour increments for a half (½) day.

APPENDIX "I"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(On-Call Agreement in Erie County Health Department)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

New York State Health Department regulations require that all Certified Home Health Agencies must ensure the availability, twenty-four (24) hours a day, seven (7) days a week of:

1. professional telephone consultation, and
2. nursing visits in the home as the needs of the patient dictate.

A supervisor and a nurse will be assigned on-call to provide twenty-four (24) hour availability of nursing service. In the event there are no supervisor volunteers, the on-call nurse shall be compensated at one (1) hour's pay for each four (4) hours' on-call. In the event there are no nurse volunteers and the supervisor volunteers to work alone, she will be compensated one (1) hour's pay for every four (4) hours' on-call. On-call hours are 4:30 p.m. to 8:30 a.m. Monday through Friday and 4:30 p.m. Friday to 8:30 a.m. Monday. Holiday on-call is basically the same as weekends. If a holiday is celebrated on a Monday, the employee who was scheduled to go off on-call at 8:30 a.m. will cover the day until 8:30 a.m. Tuesday.

1. Each four (4) week period, supervisors and permanent nursing staff shall be allowed to volunteer for on-call duty for the next twelve (12) week period. Requests to perform such volunteer duty must be received by the Director of Home Health Service not later than the second Friday of the previous four (4) week period. Volunteers shall be assigned by seniority, however, no volunteer shall be assigned again during the twelve (12) week period until all volunteers have been assigned.
2. If a sufficient number of volunteers is not available, present supervisors and permanent nursing staff will be assigned on-call based on inverse seniority on a rotating basis for a period of one (1) week Monday through Sunday. This rotation list shall include all qualified part-time, regular part-time and full-time employees in the Home Health Program.
3. If an employee is involuntarily assigned to an on-call assignment, such employee may locate a volunteer replacement and it is the responsibility of both the scheduled employee and the volunteer to notify the SPHN responsible for scheduling on-call assignments and inform her of the change no less than three (3) working days prior to the start of the assignment. If prior approved leave time falls during the rotation, the next non-volunteered week will be assigned.
4. If an employee secures a replacement for her assignment to on-call, the employee so replaced, for purposes of future assignments, shall be marked as "assigned" to on-call on the rotation list. (See #2.)

5. If a home visit is necessary and a nurse is not on duty, the supervisor will contact the nurse on-call. Supervisors may be required to make a home visit.
6. Employees are responsible to be available by telephone or beeper while on-call. Failure to respond to on-call will result in forfeiture of on-call compensation for the entire shift and the employee may be subject to disciplinary action.
7. Illness--In the event that the nurse or supervisor scheduled to be on-call does not report to work that day because of illness, the following procedure will be implemented:
 - a. Staff/supervisors will be given an opportunity to volunteer for the assignment.
 - b. If more than one volunteer, selection will be based on the seniority of those volunteers who had not previously been selected.
 - c. In the event that there are no volunteers, staff/supervisor not previously assigned under this provision will be assigned based on inverse seniority.
8. If requested, escort service will be provided whenever home visits are required.
9. Each supervisor will be provided with a book containing the physician's orders and pertinent data for those patients who have been identified by the staff as patients who may require nursing intervention during the on-call hours.
10. In addition to the on-call pay (\$2.00/on-call hour if RN and Supervisor assigned OR one {1} hour pay for every four {4} hours on-call, if on alone), an on-call employee who makes a home visit will receive a minimum of three (3) hours call-in pay at double time (2x), with the exception of an employee who is called in three (3) hours or less prior to the beginning of his/her regularly scheduled shift. In this case, the employee will be paid for the actual hours worked prior to his/her regularly scheduled shift.

Employees shall be reimbursed for all time on the telephone at double time (2x) their regular compensation.

This includes the time needed to give a report to the appropriate supervisor(s) if the nurse is unable to report to work the next morning.

11. An on-call employee whose sleep is interrupted by agency business may have up to eight (8) hours off between assignments. The employee must request the desired time off from his/her immediate supervisor. The employee will have the option of being paid for all or part of this eight (8) hours by using any accrued time. If sick leave is used under this section, the sick leave will be considered as time worked for the purpose of overtime. After being called in and working a minimum of three (3) hours, if an employee deems him/herself to be unable to work on a regularly scheduled shift immediately following such call-in, may choose to use four (4) hours' call-in time--rest pay and use four (4) hours accumulated leave time.
12. The Medicaid Supervision Unit, Infant Health Assurance Program, and nursing staff assigned to Home Health Administration will not be assigned to this twenty-four (24) hour on-call.
13. Assignments which are known by the supervisor before 4:30 p.m. (4:00 p.m. during summer hours) on Friday or the day before a holiday will not be assigned to the nurse "on-call."

APPENDIX "J"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(On-Call Agreement in Erie County Medical Center Operating Room {OR})

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

1. The following constitutes an agreement between the New York State Nurses Association and the Erie County Medical Center covering compensation for "on-call nurses in the OR."
2. Employees assigned to be on-call for the OR shall receive compensation as follows:
3. On-call hours Monday-Friday will be 3:00 p.m. to 7:00 a.m. as needed including holidays. Saturday-Sunday on-call hours will be Saturday 7:00 a.m. to Sunday 7:00 a.m. and Sunday 7:00 a.m. to Monday 7:00 a.m. These on-call hours shall be compensated at the rate of one (1) hour of straight time pay for every four (4) hours of on-call and for each hour so assigned.
4. In addition to the on-call pay, if an employee in this rotation schedule is called in, he/she shall receive a minimum of three (3) hours call in pay and all such hours will be paid at double time (2x) regardless of absences prior to the call-in. This payment may be taken as compensatory time. An employee who is called in within three (3) hours or less prior to the beginning of his/her shift will be paid for actual hours worked prior to his/her regularly scheduled shift.
5. The on-call schedule will be made out by a registered professional nurse and a licensed practical nurse in one (1) month segments. Assignments will be evenly distributed between both groups, i.e., the ratio of RNs and LPNs is unequal; therefore, every nursing staff member will have an on-call assignment before beginning the cycle again.
6. Any scheduled changes between peers can be made via the on-call scheduling coordinator. Any unforeseen occurrence, i.e., sudden illness, will be dealt with via the Nursing Office.

It is understood that this sets no precedent for the responsibility of replacement in any other areas or situations for the County.

7. Employees will be issued beepers (need 6). If no response is made to a "beep" within fifteen (15) minutes, the employee will be called at home by the Nursing Office. A list of current telephone numbers will be kept in the Nursing Office.

8. OR nurses will tell the RR nurses to inform them when they are needed.
9. After being called and working a minimum of three (3) hours, if an employee deems him/herself to be unable to work on a regularly scheduled shift immediately following such call-in, the employee may elect not to work and may choose one of the following options:
 - a. receive four (4) hours call-in rest pay and use four (4) hours of accumulated leave time; or
 - b. work four (4) hours after the call-in work period ends and therefore be released from work and receive four (4) hours of call-in rest pay. It is agreed and understood this (provision #9) of this memorandum of understanding applies only to nurses regularly assigned to the Operating Room.
10. On-call sleeping arrangements will be made for those employees not able to respond quickly due to weather, distance of home from the hospital, etc.
11. Attending physician will be present in the OR or on their way before any case is started. The hospital will implement a policy and procedure which will require that an attending physician be present during any operation requiring the invocation of this call-in procedure.
12. Except in emergency situations, the hospital will give employees a minimum of two (2) weeks' notice if it should be necessary to change the on-call schedule.
13. No employee will be required to be on-call more than one time per pay period. However, employees may volunteer for more than one on-call assignment per pay period if they so desire.

If an insufficient number of employees volunteer to provide coverage, a nurse may be assigned twice, but no more than twice in a pay period to on-call.
14. No new hires or inexperienced RNs shall be scheduled on-call until they are fully trained in the OR.
15. If staffing and the terms of this agreement do not allow for a registered nurse to be scheduled "on-call," no nurse in this rotation program shall be required to report for duty after his/her regular shift.
16. All staff RNs on the day shift in the OR shall be placed "on-call" rotation.
17. Employees on the on-call rotation shall not be called in to fill in for short staffing in other departments in the ECMC. Employees "on-call" will not be called in for the purpose of relieving other employees for meal periods.
18. Employees may be required to remain for a maximum of one (1) hour at the beginning of a regularly scheduled shift in order to start the OR schedule.

APPENDIX "K"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(On-Call Agreement in Erie County Medical Center Recovery Room {RR})

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

1. Employees assigned to be on-call for the RR shall receive compensation as follows: one (1) hour of straight time pay for every four (4) hours of being on-call.
2. In addition to the on-call pay, if an employee in this rotation schedule is called in, he/she shall receive a minimum of three (3) hours call in pay and all such hours will be paid at double time (2x) regardless of absences prior to the call-in. This payment may be taken as compensatory time. An employee who is called in within three (3) hours or less prior to the beginning of his/her shift will be paid for actual hours worked prior to his/her regularly scheduled shift.
3. On-call hours. Whenever the Recovery Room is scheduled to be closed, an on-call person will be assigned.
4. Assignment Designation. The Nursing Care Coordinator-POS will post the on-call schedule for voluntary sign up four (4) weeks prior to the beginning of the period. Employees will have two (2) weeks to sign up for on-call with preference being given to Recovery Room nurses and then Intensive Care Unit nurses. After the two (2) week sign-up period, the Coordinator will complete the schedule by assigning staff with the least number of scheduled on-call hours to the unassigned shifts. If all employees have equal on-call hours scheduled, inverse seniority will be used to assign staff. Holiday assignment will be equally distributed.
5. Employees will be issued beepers (need 8). If no response is made to a "beep" within fifteen (15) minutes, the employee will be called at home by the Nursing Office. A list of current phone numbers will be kept updated in the Nursing Office.
6. On-call nurses will be notified by the Operating Room nurse when a patient will be coming to the Recovery Room.
7. All nurses assigned to the POS will be required to participate in the on-call program.

8. After being called in and working a minimum of three (3) hours, if an employee deems him/herself to be unable to work on a regularly scheduled shift immediately following such call-in, may choose one of the following options:
 - a. Receive four (4) hours call-in rest pay and use four (4) hours of accumulated leave time; or
 - b. Work four (4) hours after the call-in work period ends and therefore be released from work and receive four (4) hours of call-in rest pay. It is agreed and understood this (provision #8) of this memorandum of understanding applies only to nurses regularly assigned to the Recovery Room.
9. Employees on the on-call rotation shall not be called in to fill in for short staffing in other departments in the ECMC. Employees "on-call" will not be called in for the purpose of relieving other employees for meal periods.
10. If staffing and the terms of this agreement do not allow for a registered nurse to be scheduled "on-call," no nurse in this rotation program shall be required to report for duty after his/her regular shift.
11. No employee will be required to be on-call more than one time per pay period. However, employees may volunteer for more than one on-call assignment per pay period if they so desire.

If an insufficient number of employees volunteer to provide coverage, a nurse may be assigned twice, but no more than twice in a pay period to on-call.

APPENDIX "L"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Registered Nurse On-Call Coverage - CAPD)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

1. The following constitutes an agreement between the New York State Nurses Association and the Erie County Medical Center covering compensation for "on-call nurses" - CAPD.
2. Employees assigned to be on-call for the CAPD unit shall receive compensation as follows:
3. All on-call hours will be paid at a rate of one (1) hour pay for every four (4) hours of on-call.
4. There will be an on-call schedule whenever the CAPD unit is scheduled to be closed.
5. The on-call schedule will be made out by the Nursing Team Leader.
6. All registered nurses assigned to CAPD will be required to take call including the renal nurse clinicians.
7. Any schedule changes between peers can be made via the Nursing Team Leader. Any unforeseen occurrence, i.e., sudden illness, will be dealt with via the Nursing Office.

It is understood that this sets no precedent for the responsibility of replacement in any other areas or situations for the County.

8. After being called and working a minimum of three (3) hours, if an employee deems him/herself to be unable to work on a regularly scheduled shift immediately following such call-in, the employee may elect not to work and may choose one of the following options:
 - a. Receive four (4) hours' call-in rest pay and use four (4) hours of accumulated leave time; or
 - b. Work four (4) hours after the call-in work period ends and therefore be released from work and receive four (4) hours of call-in rest pay.
9. Except in emergency situations, the Hospital will give employees a minimum of two (2) weeks' notice if it should be necessary to change the on-call schedule.

10. In addition to the on-call pay, if an employee is scheduled and is called in he/she shall receive a minimum of three (3) hours' call in pay and all such hours will be paid at double time (2x) regardless of absences prior to the call in. The payment may be taken as compensatory time.
11. The on-call nurse will be called by the Senior Nurse Manager on duty. The call will be made at the request of the Renal Physician or the request of a Home CAPD patient.
12. The CAPD nurse must submit appropriate overtime forms to the Assistant Director of Nursing to insure prompt payment.
13. On-call assignments will be posted in the Nursing Office with the work schedule.
14. It will be the assigned employee's responsibility to furnish an on-call coverage substitute should the assigned employee be unable to fulfill his/her commitment. This change in assignment will be communicated to the Nursing Office at the earliest possible time. Failure to respond to on-call will result in forfeiture of on-call compensation.

APPENDIX "M"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Registered Nurse On-Call Coverage-Hemodialysis)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

1. The following constitutes an agreement between the New York State Nurses Association and the Erie County Medical Center covering compensation for "on-call nurses" - Hemodialysis.
2. Employees assigned to be on-call for the Hemodialysis unit shall receive compensation as follows:
3. All on-call hours will be paid at a rate of one (1) hour pay for every four (4) hours of on-call.
4. The hours to be assigned on-call for the department are as follows:

Hemodialysis:

Mon. - Fri.	11 p.m. - 6 a.m.	(7 hrs.)
Sat. - Mon.	9 p.m. - 6 a.m.	(33 hrs.)
Holidays	6 a.m. - 11 p.m.	(17 hrs.)

to be assigned equitably. The Hemodialysis unit is closed Thanksgiving Day, Christmas Day and New Year's Day.

5. In addition to the on-call pay, if an employee is scheduled and is called in, he/she shall receive a minimum of three (3) hours' call in pay and all such hours will be paid at double time (2x) regardless of absences prior to the call in. The payment may be taken as compensatory time.
6. The schedule for on-call assignments will be posted at least two (2) weeks in advance of the time assigned. After the schedule has been posted, replacement for absences is the sole responsibility of the scheduled employee. It is understood that this sets no precedent for the responsibility of replacement in any other areas or situations for the County.
7. After being called in and working a minimum of three (3) hours, if an employee deems him/herself to be unable to work on a regularly scheduled shift immediately following such call-in, he/she may choose one of the following options:
 - a. Receive four (4) hours' call-in rest pay and use four (4) hours of accumulated leave time; or
 - b. Work four (4) hours after the call-in work period ends and therefore be released from work and receive four (4) hours of call-in rest pay.

APPENDIX "N"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(School Health Program, Summer Furlough)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

In the school health program, part-time employees shall receive a nine (9) week summer furlough.

APPENDIX "O"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Individual Overtime Agreement)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

It is agreed that individual nurses in Erie County may elect to be exempt from the provisions of Article 8, Section 8.01 by mutual agreement with the Director of Nursing, or designate, of the Erie County Medical Center, Erie County Home or Erie County Health Department. Such exemption shall become effective only upon the signing of an "Individual Overtime Agreement," as follows:

"SUBJECT: INDIVIDUAL OVERTIME AGREEMENT"

It is agreed that _____ (name), due to the nature of his/her responsibilities and job requirements as _____ (title), cannot realistically meet his/her duties and responsibilities by being scheduled eight (8) hours a day, five (5) days per week. The nature of his/her work calls for more than eight (8) hours of work on some days and less than eight (8) hours of work on others. Therefore, it is agreed that the above-named nurse shall be exempt from the provisions of Article 8, Section 8.01 and shall be paid time and one-half (1½) for all hours worked in excess of eighty (80) hours in a pay period.

This agreement is subject to review every six (6) months and may be terminated by either party at that time."

_____ (signature of nurse)	_____ (date)
_____ for Director of Nursing	_____ (date)
_____ for NYSNA	_____ (date)

APPENDIX "P"

The General Areas for ECH

A, B, C, D, E, F, G, H, J, K, N, O, P, Q, R, S, MDS, Annex (Unit V), Head Nurse Staffing Office, Inservice and Nursing Office. (It is specifically agreed and understood that this list pertains to lateral transfers only.)

The General Areas for ECHD (Community Health)

1. Adult Medicine - 608 William - Buffalo
2. Child Health Services - 608 William - Buffalo
3. Childhood Lead Poisoning Prevention Program - 449 Franklin St. - Buffalo
4. Employee Health Services - Rath Building - Buffalo
5. Family Health Administration - Rath Building - Buffalo
6. HIV Seroprevalence Study - Grant - Rath Building
7. HIV/STD Support Services - Rath Building
8. Immunization Action Plus - Rath Building
9. Infant Mortality Review - Grant - Rath Building
10. Infant/Child Health Assessment - Grant - Rath Building - Buffalo
11. Lead Poisoning Prevention Program - 449 Franklin St. - Buffalo
12. Medicaid Supervision - Rath Building - Buffalo
13. Nursing Services Administration - Rath Building - Buffalo
14. Part-Time Clinics - Rath Building - Buffalo
15. Pediatric Services (Formerly Primary Peds) - Buffalo Clinic Sites
16. Public Health Campaign - Grant - Rath Building
17. Public Health Information - Rath Building - Buffalo
18. Public Health Nurse Home Visiting Program - 608 William - Buffalo
19. School Health Services - Field Office - 608 William - Buffalo
20. STD Control - Rath Building - Buffalo
21. Tuberculosis Control - 462 Grider - Buffalo
22. Women's Health Services (Family Planning) - Grant - Buffalo Clinic Sites
23. Women's Health Services (Formerly PreNatal) - Buffalo Clinic Sites
24. Women, Infants & Children Supplemental Nutrition (WIC) - Grant - Rath Building
25. Department of Senior Services - Rath Building - Buffalo
26. Department of Social Services - Rath Building - Buffalo
27. Department of Youth Services - E. Ferry - Buffalo

APPENDIX "Q"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND COUNTY OF ERIE

(Per Diem CRNA Position Requirements)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

The following constitutes an agreement between the NYSNA and the ECMC concerning per diem position requirements for hospital-employed per diem CRNAs.

1. Each per diem CRNA must work a total of 24 hours in each four week schedule period.
2. Twelve hours of the 24 hour total requirement must be worked 7 p.m. - 7 a.m. The remaining 12 hours may be scheduled at the per diem CRNA's request, depending on departmental needs.
3. As part of the 24 hour total requirement, each per diem CRNA will be expected to be scheduled to work one 12 hour shift on one major holiday weekend per year. Major holidays are designated by the ECMC as:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving day
Christmas Day

4. As part of the 24 hour total requirement, each per diem CRNA will be expected to be scheduled to work one 12 hour shift on one minor holiday weekend per year. Minor holidays are designated by the ECMC as:

Martin Luther King Day
Patriot's Day
Good Friday
Columbus Day
Election Day
Veteran's Day

5. All requests are to be made in writing on the forms available in the CRNA office. The posted schedule request deadlines will be adhered to. Requests will be granted in the order they are received.

APPENDIX "R"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND ERIE COUNTY MEDICAL CENTER

(Nurse Anesthetist Call Schedule)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003.

The following constitutes an agreement between the NYSNA and the ECMC concerning the anesthesia call coverage by hospital-employed CRNAs.

1. Non-Call hours will be designated as: Monday - Friday, 7 a.m. - 7 p.m., which may be worked in 8, 10 or 12 hour shifts.
2. Call hours will be designated as:
 - Monday - Friday: 7 p.m. - 7 a.m.
 - Saturday: 7 a.m. - 7 a.m.
 - Sunday: 7 a.m. - 7 a.m.
 - All Holidays: 7 a.m. - 7 a.m.
3. Call assignments may be one of the following:
 - 24 hour call (7 a.m. - 7 a.m.)
 - 16 hour call (3 p.m. - 7 a.m.)
 - 12 hour call (7 a.m. - 7 p.m. or 7 p.m. - 7 a.m.)
 - 1 hour to 10 hour call (hours to be scheduled according to departmental needs).
4. Compensatory pay for call is as follows:
 - straight pay for consecutive hours worked, depending on call assigned.
 - shift differential applies as per stated elsewhere in this contract.
 - overtime will be paid for any hours worked past assigned call; overtime will also be paid for any hours worked over 80 hours in one pay period.
 - sick time will be taken in increments of match assigned call.
 - holiday compensation will be paid from 7 p.m. on the eve of the designated holiday until 7 p.m. the day of the designated holiday.
5. All CRNAs employed by the ECMC are required to take call, and will be scheduled any combination of the above call assignments to meet the staffing requirements of the Department of Anesthesia, as determined by the Director of Anesthesia, or his/her designee. New CRNAs hired by the Department will be scheduled for call when approved by the Director.
6. All CRNA calls are in-house only.
7. The call schedule will be made out by one of the CRNA staff designated by the Director of Anesthesia. The schedule will be of one month's duration, and will be posted 3 weeks prior to the start of the schedule. The number of shifts per pay period will be based on staffing needs and staff requests.
8. An on-call room will be available for the CRNA to use while on assigned call.

APPENDIX "S"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND ERIE COUNTY MEDICAL CENTER

(Per Diem Registered Nurse Agreement)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003. Except as modified herein, the collective bargaining agreement remains in full force and effect.

1. A new title of Registered Nurse ECMC - (Per Diem) will be created for use in supplementing the staff and insuring an adequate and efficient means of supplementing staff in providing professional services.
2. Persons appointed to these positions will be employees of ECMC and members of the NYSNA bargaining unit.
3. Per diem registered nurses will not be assigned "on-call" responsibilities.
4. Per diem RNs will have no guaranteed hours of work and when scheduled will be subject to being cancelled up until one (1) hour before the beginning of their scheduled shift. A per diem may be scheduled to work the hours of an employee on a leave of absence for up to three (3) months. This time may be extended by mutual agreement to six (6) months. Per diem employees will not be utilized in such a manner as to continually avoid filling full-time, regular part-time or part-time positions.
5. It is understood that these employees will have the right to refuse to work if called. However, if contacted, an employee must work at least one (1) weekend every two (2) months and one (1) holiday offered. Furthermore, ECMC will not be required to contact persons in any pre-set order.
6. Per diem registered nurses will receive an orientation and will have their competencies validated.
7. Per diem registered nurses with less than four (4) years of verifiable experience will be paid twenty-five dollars (\$25.00) per hour for hour worked. Per diem registered nurses with more than four (4) years of verifiable experience will be paid twenty-eight dollars (\$28.00) per hour for each hour worked.
8. Per diem registered nurses will have no benefits set forth in the collective bargaining agreement between the County of Erie/Erie County Medical Center and New York State Nurses Association except as specifically set forth as follows:
 - a. Seniority -- one-half month for each month during which at least one shift is worked.
 - b. Job posting.
 - c. Payment at the rate of time and one-half the regular hourly rate of pay for each shift worked on the holidays of New Year's Day, Thanksgiving, and Christmas.
 - d. Access to the grievance procedure for any suspension without pay or discharge or for any issues set forth in paragraph 7 or 8 of this agreement. The just cause standard applies as set forth in Section 14.01 of the collective bargaining agreement.

9. If an incumbent FT/RPT/PT employee changes his/her status to Per Diem said employee shall receive payment for any and all accrued benefit time, except personal and sick time (Holiday, Vacation, Compensatory, etc.) at the time of the status change. However, accrued sick time shall remain in the bank in accordance with section 11.03 Personal Leave. Said employee may not utilize any sick time in his/her bank while the employee remains a Per Diem employee. Such Per Diem employees may utilize accrued sick time if the employee returns to FT/RPT status within ten (10) years of his/her switch to Per Diem status.

This subsection (9) does not apply to current retirees of Erie County who may be working as a Per Diem Registered Nurse.

10. This agreement shall be effective April 1, 2001.

APPENDIX "T"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND ERIE COUNTY MEDICAL CENTER

(Employee Smoking Shelter)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003. Except as modified herein, the collective bargaining agreement remains in full force and effect.

It is hereby agreed by and between the County of Erie, Erie County White Collar Employees Unit, Local #815, Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO; Council 66, Local 1095, AFSCME, AFL-CIO and the New York State Nurses Association that the issue of smoking at Erie County Medical Center shall be dealt with in accordance with the following:

1. ECMC has expressed its willingness to expend the sum of \$100,000 to construct an area outside the main Hospital building for the purpose of employee smoking. It is agreed and understood that this area will be outside the entrances to a men's and women's locker rooms; that it shall be protected from the elements; and that it should have a ventilation system separate from that in use in the Hospital.
2. Funds permitted, i.e., if \$100,000 is not utilized in the construction of the area referred in paragraph one, a second gazebo type structure for smoking shall also be provided.
3. ECMC has also agreed to make available "stop smoking" seminars for employees who wish to participate. It is understood, however, that participation shall be on the employees' own time and the employee may be required to pay a portion of the costs.
4. Effective upon completion of the structure set forth in paragraph one, ECMC shall become smoke free.

APPENDIX "U"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND ERIE COUNTY MEDICAL CENTER

(Agency Registered Nurse Trial Program)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003. Except as modified herein, the collective bargaining agreement remains in full force and effect.

The parties agree to enter into a one year trial program allowing the use of Agency nurses. The parties agree the trial will be governed by the following language.

Every effort shall be made by the Employer to adequately staff nursing units before resorting to the use of Agency nurses.

Agency nurses shall have sufficient Hospital/Nursing Home orientation to the unit to which they are assigned to meet minimum standards/requirements of that unit.

The use of Agency nurses shall in no way disadvantage bargaining unit nurses including, but not limited to, resulting in Hospital/Nursing Home-employed nurses working extra weekends or holidays that the Hospital/Nursing Home nurses to lose the opportunity to work extra weekends, holidays and/or overtime should they desire to do so. Regular Hospital and Nursing Home staff may sign up for extra shifts as per current practice. Nursing managers will post a needs list for vacant shifts two (2) weeks before the date the schedule is posted. Regular Hospital and Nursing Home staff will be able to sign up for vacancies for the first week. However, if no regular employee volunteers for an open shift or shifts during this one week time frame, remaining open shifts may be assigned to an agency registered nurse. Once an agency registered nurse is scheduled to work such shift or shifts the agency nurse will not be displaced from the shift or shifts by any regular employee seeking to work the same shift or shifts.

The use of Agency nurses shall not in any way displace a Hospital/Nursing Home nurse or result in a decrease in hours of Hospital/Nursing Home nurses who wish to work, nor shall the use of Agency nurses result in a Hospital/Nursing Home nurse being floated out of his/her regularly assigned unit while an Agency nurse is assigned to work on the covered employee's assigned unit.

The parties will meet to review the results of this trial program one year from the date of employment of the first Agency nurse. At that time the parties will decide to continue, amend, or terminate this trial program. If no mutually agreeable decision can be made as to the future of this trial program within fifteen (15) months of the date of employment of the first Agency nurse the program will be terminated.

APPENDIX "V"

MEMORANDUM OF AGREEMENT BETWEEN THE NEW YORK STATE NURSES ASSOCIATION AND ERIE COUNTY MEDICAL CENTER

(9.01 (B) Health Insurance)

This Memorandum of Agreement modifies the collective bargaining agreement between the parties dated July 1, 2002 – December 31, 2003. Except as modified herein, the collective bargaining agreement remains in full force and effect.

Upon ratification of the successor Collective Bargaining Agreement to the July 1, 1998 – June 30, 2002 Collective Bargaining Agreement the County will provide the same dental benefits (IF Superior) currently being provided to AFSCME and CSEA.

Any subsequent changes to dental benefits will be negotiated according to the language in the 3rd paragraph of 9.01 (B) of the July 1998 – June 30, 2002 Collective Bargaining Agreement.